

Supreme Court Case No. CVA24-007
Superior Court Case No. CV1198-18

IN THE SUPREME COURT OF GUAM

GOVERNMENT OF GUAM, MICHAEL J.B. BORJA,
in his capacity as Director of Land Management

and

GUAM WATERWORKS AUTHORITY,
A Guam Public Corporation,
Appellants-Plaintiffs-Counterclaim Defendants,

vs.

CORE TECH INTERNATIONAL CORPORATION,
YOUNEX ENTERPRISES CORPORATION,
Appellees-Defendants-Counterclaimants.

APPELLEE CORE TECH INTERNATIONAL CORPORATION'S BRIEF

Vanessa L. Williams, Esq.
Darlene R. Balagot, Esq.
WILLIAMS LAW FIRM
204 Hesler Place Suite 203B
Hagåtña, Guam 96910
Telephone: 671-922-5689
Email: vlw@vlwilliamslaw.com

*Attorneys for Appellees Core Tech
International Corporation*

CVA24-007

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in his capacity as Director of Land Management,

and

GUAM WATERWORKS AUTHORITY,
A Guam Public Corporation,
Plaintiffs-Counterclaim Defendants,

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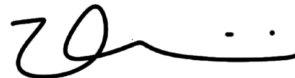
On Appeal from the Superior Court of Guam

CERTIFICATE REQUIRED BY RULE 13(J)

The undersigned counsel of record for Appellees Core Tech International Corporation certifies that no Justice has ever presided over any portion of this case or any related proceeding in the Superior Court or served as counsel of record or provided legal advice to any party to this appeal, and there are no known interested parties other than those participating in this case.

DATED: Hagåtña, GU, June 27, 2025

WILLIAMS LAW FIRM



VANESSA L. WILLIAMS

Counsel of Record for Appellees
Core Tech International Corporation

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INTRODUCTION

The implications of Appellants' arguments are that the Government can defy the U.S. Congress, the Constitution, and the Organic Act when it suits them. They contend the judiciary is unauthorized to interpret these deeds because it would violate the separation of powers doctrine yet urge the judiciary to implement the Legislature's post hoc policy positions to fix its administrative errors. Appellants' interpretation of law would render the return of all Chamorro homelands and ancestral lands illegal. In doing so it would invite the United States to take back all thousands of acres of excess federal lands from the people of Guam, to avoid just compensation to one.

Core Tech does not want the Plant; it demands fair compensation for private land it paid valuable consideration for. The Government of Guam gave this land back, issued Certificates of Title guaranteeing its private ownership, admitted it was sold to a bona fide purchaser, and now want it back for free. Appellants' position is unprecedented, but Core Tech's is grounded in the Constitution and Guam law mandating the return of this land or just compensation for its public use.

For two decades, the Government has mishandled ancestral lands. It failed to return excess federal lands in a timely manner, conduct proper surveys, and comply with Public Laws 22-145, 23-23, 23-141, and 25-45. The public policy of these laws was to expediently return as much excess federal land as possible to ancestral

landowners or provide them just compensation. Instead, the Government leased or transferred land to third parties without consulting or compensating ancestral landsowners, built facilities on disputed lands without resolving ownership claims, and used land without offering fair compensation— violating the Takings Clause and principles of just compensation. The Government’s land records have been plagued by incomplete documentation and improperly destroyed records. Even where return mechanisms exist, they are complex, under-resourced, and unequally applied. Worse, the Government often prioritizes expediency over equity, retaining lands for utility, military, and development use while leaving the mandates for return or just compensation ignored.

These mishandlings have been the subject of legislative scrutiny, public outcry, and litigation this Court has seen before. This case, brought by the Government in 2018, is its latest attempt to correct decades of mistakes and take back ancestral lands it returned in 2002.

The “Plant Property” is a portion of the old Andersen Communications Annex No. 1 (AKJD) off Route 3 in Dededo. In 1980, the Government leased the Plant Property from the U.S. The lease extinguished when the property was conveyed by the U.S. to the Government in July 2002 as part of the return of excess federal lands. The Government promptly conveyed AKJD to the Guam Ancestral Lands Commission under Public Laws 22-145, 23-23, 23-141, and 25-45. Pursuant

to those same laws, as well as Public Laws 26-36, 26-100, and 27-113, the GALC then returned 252.23 acres of AKJD, which included the Plant Property (approximately 9.68 acres) to the ancestral landowner– the Torres Estate.

A few years later, perhaps in recognition of its apparent fumble, the Government began its now sixteen-year attempt to recover possession of Lot AL-002. Whether bureaucrats realized the Plant Property was part of Lot AL-002, we cannot know for certain. What we do know is that the Government lost its quiet title claim to Lot AL-002 after conceding the property was sold by the Torres Estate to a bona fide purchaser. Core Tech paid valuable consideration to that bona fide purchaser for all of Lot AL-002, which had been subdivided into parent Lot 10184, and included Lot 10184-7– the Plant Property.

Determining title now requires looking at what happened, not implementing the Legislature’s post-hoc policy whims. The Superior Court reviewed Core Tech’s chain of title, and the fact it paid valuable consideration for the Plant Property from the registered owner and undisputed bona fide purchaser. In doing so, the Superior Court rightfully determined that Core Tech has superior title to the Plant Property.

STATEMENT OF THE ISSUES FOR REVIEW

Whether the Superior Court properly determined that Core Tech has superior title to the Plant Property.

STATEMENT OF CASE

This case arises from the Government's Petition to Cancel and Amend Certificates of Title to Lots 10184-1–8, 17, and R17. ER at 005 (Gov't Pet., Dec. 17, 2018). The Guam Waterworks Authority (GWA) intervened, petitioning to quiet title to Lot Nos. 10193 and 10194. ER at 013 (GWA Pet., Apr. 17, 2019). Portions of Lots 10184-7 and 10184-8 lie within Lots 10193 and 10194. *Id.* at 16. Core Tech counterclaimed for the inverse condemnation of Lot 10184-7 (Count I), the partial taking of Lot 10184-6 (Count II), the temporary taking of sewer lines and utilities over portions of Lot 10184 and 5039 (Count III), a violation of Public Law 23-23 (Count IV), encroachment over Lots 10184 and 5039 (Count V), and a declaratory judgment (Count VI). ER at 129-134 (Second Am. Ans. & Countercl., July 6, 2020).

On the Government's summary judgment motion, the court held Core Tech has an ownership interest in all subdivided lots of 10184. ER at 539, 556 (Dec. & Order, Nov. 30, 2021) ("Nov. 30 D&O"). The court held that no rights for GWA to use or occupy the Plant Property were created by the October 6, 2006 Quitclaim Deed, July 26, 2002 Quitclaim Deed, the 1980 Grant of Easement, the 1980 Lease, or the Certificate of Title for Lot 10184-7. ER at 562-563, 565-566 (Nov. 30 D&O).

The court also found that, except for a waterline easement, none of the sewer line easements were exempted from transfer under P.L. 22-141 and 22-145; ER at 563-565 (Nov. 30 D&O); that the U.S. was not a necessary and indispensable party

because it has the ability to protect itself by filing a quiet title action in the federal court under 28 U.S.C. § 2409a; and that a judgment for Core Tech would not necessarily mean that the U.S.’ reversionary interest would vest. ER at 571-574 (Nov. 30 D&O).

On August 14, 2023, the court resolved Core Tech’s Motion for Summary Judgment against GWA and GWA’s Second Motion for Summary Judgment against Core Tech. ER at 758 (Dec. & Order, Aug. 14, 2023) (“Aug. 14 D&O”). The court determined that any interest in the lots at issue conveyed by the Government to GWA reverted according to the language of the 1997 Deed. *Id.* at 759. The court found the Government conveyed the same property to third parties, and title ended with Core Tech which was protected by its reliance on Certificates of Title. *Id.* The court concluded the decision completed the Court’s earlier analysis of the four dispositive motions that had been filed in 2021. *Id.* at 793-794.

On April 16, 2024, the Court decided motions for reconsideration by both GWA and Core Tech. ER at 857 (Dec. & Order., Apr. 16, 2024) (“Apr. 16 D&O”). The court denied both motions but clarified Core Tech could continue to challenge GWA’s assertion it possessed the entire Plant Property. *Id.* at 863. The Government and GWA challenge the Superior Court’s August 14, 2023 and April 16, 2024 orders, which granted summary judgment in Core Tech’s favor.

STATEMENT OF FACTS RELEVANT TO THE ISSUE

A. Core Tech's Chain of Title to the Plant Property

The Plant Property is part of the Andersen Communications Annex No. 1 (AKJD). ER at 003 (Gov't Pet.); ER at 124 (Core Tech Second Am. Ans. & Countercl., Jul. 6, 2020). It is registered land, first registered by the Naval Government of Guam¹. ER at 016 (GWA Pet.); at ER 124 (Core Tech Second Am. Ans. & Countercl.). The U.S. conveyed AKJD to the Government in July 2022. ER at 377-391 (Quitclaim Deed from USA to GovGuam, July 16, 2002).

In August 2002, the Government granted AKJD to the GALC. ER at 432-438 (Quitclaim Deed from GovGuam to GALC, Aug. 29, 2002). Lot AL-002 is part of AKJD. ER at 455 (Map of AL-002, Oct. 17, 2006); ER at 459 (Map of AJKD, Nov. 18, 2008). The GALC granted Lot AL-002—a 252.23-acre lot—to the estate of ancestral landowner Jose Martinez Torres (the “Torres Estate”). ER at 440-457 (2006 GALC Deed). A year later the Torres Estate granted Lot AL-002 to Yoon by warranty deed. SER at 230-236 (Sep. 13, 2007 Warranty Deed, DLM Instrument No. 761426).

Lot AL-002 was then subdivided into parent Lot 10184 and Lot 5039. ER at 016 (Gov't Pet. ¶ 18); ER at 124–25 (Second Am. Ans. & Countercl. at ¶ 18).

¹ A Judgment on Declaration of Taking was recorded with the Government on August 4, 1950. ER at 259-267 (1950-03-30 Judgment on Declaration of Taking, Apr. 2, 2021).

Yoon granted Lot 10184 and its subdivisions to Younex. ER at 154–69 (Jan. 26, 2010 Warranty Deed, DLM Instrument No. 801378). The Deputy Registrar of DLM issued a Certificate of Title for Lot 10184-7 to Younex.² ER at 181 (Dec. 11, 2014 Certificate of Title). Younex’s Certificate of Title makes no reference to competing ownership. *See id.*

Lots 10184 and 5039 went into foreclosure, and Core Tech offered the highest credit bid in the amount of \$178,186,301.00. ER at 768 (D&O, Aug. 14, 2023). The property and rights to the mortgage were assigned to Core Tech on April 16, 2015. ER at 521-525 (DLM Instrument No. 877277). Core Tech recorded a Mortgagee’s Deed for the property. SER at 265-282 (May 4, 2015 Mortgagee’s Deed, DLM Instrument No. 877948).

A month later, GPA wrote to Core Tech requesting six to ten acres of Core Tech’s land immediately adjacent to the Northern Wastewater District Treatment Plant. SER at 388-389 (Jun. 25, 2015 GPA’s Letter to Core Tech). The land referenced in the letter is part of Lot 10184. *Id.*

Core Tech requested Certificates of Title for all subdivisions Lot 10184 from the Registrar of Titles, Department of Land Management. SER at 390-391 (Jul. 28, 2017 Core Tech’s letter to DLM). A year later DLM responded:

² Certificates of Title for Lot 10184 were issued to Younex on February 22, 2010 and December 11, 2014. ER at 006–07 (Gov’t Pet. ¶¶ 27-28).

It appears that the Department previously issued Certificates of Title to some of these parcels of real property in error. The Registrar believed that the Torres Estate was the owner of the property pursuant to a probate decree but, as you know, a probate decree cannot award title to real property except to a person who stands in privity to the estate. Furthermore, the Certificates of Title that were issued do not memorialize public easements and roadways.

You have also requested Certificates of Title for several parcels that are the property of the Guam Waterworks Authority which are dedicated to the construction of a wastewater treatment plant which some of your purported lots overlaps with the land owned by GWA and dedicated to that purpose. GWA's interest were established by documents recorded at DLM long ago.

Id.

B. The Government's Previous Attacks on Core Tech's Chain of Title

Meanwhile in 2008, the Government tried intervening in the Torres Estate probate arguing the GALC's 2006 conveyance of Lot AL-002 to the Torres Estate was invalid. SER at 290-296 (Mar. 6, 2008 Mot. for Leave to Intervene in *Gov't of Guam v. Torres, et al.*, Superior Court Case No. PR0220-50). The Government also sued the Torres Estate and Yoon in the Superior Court Civil Case No. CV1124-09. SER at 297-348 (Compl., *Gov't of Guam v. Torres*, No. CV1124-09 (Guam Super. Ct. July 24, 2009); Second Am. Compl., *Gov't of Guam v. Torres*, No. CV1124-09 (Guam Super. Ct. Feb. 16, 2010)).

The Superior Court dismissed the Government's claims regarding Lot AL-002 because the Government admitted Yoon was a bona fide purchaser of the property. SER at 297-322, 349-368 (Compl., *Gov't of Guam v. Torres*, No.

CV1124-09 (Guam Super. Ct. July 24, 2009); Dec. & Order, *Gov't of Guam v. Torres*, No. CV1124-09 (Guam Super. Ct. July 29, 2010)). The court denied leave to amend with respect to Lot AL-002 because as a matter of law the Government could not impair the rights of a bona fide purchaser. *Id.* Indeed, in the Government's Second Amended Complaint, it pleaded: "Mr. Yoon is thus a bona fide, good faith purchaser of Lot AL-002 from the Estate." *Id.* at 14.

An appeal was taken but dismissed in 2020. *Government of Guam v. Gutierrez ex rel. Torres*, CVA16-002 (Judgment, July 14, 2020). Before dismissal, this Court noted "the Government sought to intervene in PR0220-50 for substantially the same reasons it advanced in the presence case[.]" SER at 369-385, 374. (Dec. & Order at 5, *Gov't of Guam v. Torres*, No. CV1124-09 (Guam Super. Ct. Sept. 30, 2013)).

C. The Government of Guam's Expired 1980 Lease and 1980 Easement

In 1980, the Government leased part of Lot AL-002—known as Parcels 3 and 4—from the U.S. to operate a sewage treatment plant (the "1980 Lease"). ER at 308-327 (Instrument No. 312262). The lease was for 25 years with the option to extend for another 25 years. *Id.* The U.S. concurrently granted the Government an easement for a sewerage system, including sewer lines to the plant. (the "1980 Easement"). ER at 287-307 (Instrument No. 312261). The lease was never renewed.

SER at 283-289 (Oct. 15, 2020 Deposition of Miguel Bordallo). Instead, on July 16, 2002, the U.S. conveyed AKJD to the Government as part of the return of excess federal lands. ER at 381-391 (2002-07-19 Quitclaim Deed from USA to GovGuam).

D. The Government's 1997 Deed to GWA

Public Law 23-119 authorized the Government to transfer real property to GWA by “estates, easements and land use rights evidenced by easements, leases and licenses” requiring they be filed in the form of deed or assignment, “containing *specific property descriptions and Lot Numbers...*” P.L. 23-119:1 (codified at 12 GCA § 14115)(emphasis added). Pursuant to P.L. 23-119, the Government assigned to GWA various property interests through a 1997 Grant Deed. ER at 329 (1997-07-23 Grant Deed) (“1997 Deed”).

In the 1997 Deed, GWA covenanted to comply with the land disposal requirements of 21 G.C.A. § 75101 et seq. (Chamorro Land Trust Act), and P.L. 22-145, P.L. 23-23, and P.L. 23-141. ER at 366 (1997 Deed). GWA further covenanted to comply with the declaration and decrees in the attached GWA Board of Directors Resolution. *Id.* The resolution provided that in furtherance of the Government, DLM, and GWA’s common mission to serve the people of Guam, they would work together to survey and divide the excess properties so that upon

completion they would be severed out to other agencies pursuant to law. ER at 374 (1997 Deed).

Accordingly, the 1997 Deed conveyed property to GWA on the condition GWA complete “real estate requirement survey map(s)” within five years for those areas of property it would sever out of listed lots. ER at 014 (GWA Pet. at ¶ 8, Ex. B). The condition stated: “**All lots for which the ‘real estate requirement map(s) has not been completed shall revert automatically to the Government of Guam.**” ER at 366-367 (1997 Deed)(emphasis added).

E. GWA’s Failure to Complete Real Estate Requirements Survey

GWA alleges it requested extensions to complete the real estate requirement survey maps, but the only recorded grant of an extension was on July 28, 2017 as DLM Instrument No. 910396. SER at 438-448 (Jul. 28, 2017 Time Extension by GWA, DLM No. 910396). By then, the Government had transferred the Plant Property, and Core Tech acquired title. GWA recorded a retracement survey map for the same property anyway. SER at 430-431 (Feb. 26, 2016 Retracement Map, DLM No. 889242).

SUMMARY OF ARGUMENT

The deeds in Core Tech's chain of title are valid and granted the Plant Property. The 1997 Deed to GWA did not include the Plant Property. The 1980 Easement and Lease could not be transferred anyway due to the merger doctrine.

The 1980 Lease is also not a property interest, so it could not be conveyed.

The Government's 2002 deed to the GALC and the GALC's 2006 deed to the Torres Estate transferred all interests in the Plant Property. The deeds used unambiguous language, employing the word "grant." The after-acquired title doctrine estops the Government and GWA as its successor in interest from now disputing the effect of this conveyance. This is especially true when Core Tech relied on the Government's Certificate of Title which did not register GWA's claim.

The 1997 Deed could not vest title in GWA because it included a condition that was not fulfilled by GWA. The deed required GWA to complete real estate requirement surveys within a specified time. GWA failed to satisfy this condition in a timely manner, meaning it either never perfected title, or it automatically forfeited title. No legislative approval was required for the automatic reversion that occurred by operation of law.

GWA's claim is also barred by res judicata and the statute of limitations. The Government's previous quiet title action resulted in a final judgment on the merits, establishing a bona fide purchaser had superior title to the property. The statute of limitations for GWA to attack this chain of title expired in 2016. The equitable doctrine of laches also applies; GWA delayed its claims for over twenty years.

Post-hoc public policy arguments cannot override legal title. Core Tech neither disrupted nor impaired public use of the Plant. The utility continues to

function and remains in active service. But ownership matters: the Government cannot seize private land retroactively without honoring the constitutional right to just compensation.

The trial court was correct: title lies with Core Tech. The Appellants' claims are undermined by legal estoppel, forfeited conditions, extinguished interests, and binding registration laws. Upholding Core Tech's title not only aligns with settled law but safeguards the rule of law in Guam.

LEGAL ARGUMENTS

I. Core Tech Has Superior Title to the Plant Property.

GWA did not collaterally attack the deeds in Core Tech's chain of title, therefore these deeds are valid and the language of these deeds controls.

A. The Government Deeds Conveyed the Plant Property Without Exception.

When there is no collateral attack on the deed, the court's duty is to simply interpret the language of the deed itself. *See Estate of Gogue v. Pangelinan* 2020 Guam 26 ¶ 21 (reversing lower court decision applying Probate Code to determine distribution to grantees because the language of the deed controls).

The Government's 2002 Deed stated "the Government of Guam on behalf of itself and the Department of Land Management...does grant, transfer and assign, and convey to the Guam Ancestral Lands Commission...the real property interests

for...approximately 865.21 acres, more or less, of land, also known as Andersen Communications Annex No. 1 (AKJD)..." ER at 434 (2002-08-07 Quitclaim Deed).

The GALC's 2006 deed to the Torres Estate provided the GALC "do hereby GRANT, RELEASE, AND FOREVER quitclaim...any and all of Grantor's present and future interest in that certain real property...described more particularly as Lot AL-002..." ER at 444-446 (2006-10-17 Quitclaim Deed).

The deeds therefore presumptively transferred these properties. *See Estate of Gogue*, 2020 Guam at ¶ 14. Simply interpreting their language, no doubt grantors intended to grant or transfer any present and future interest they had in AKJD and Lot AL-002 to the grantees.

GWA looks beyond the four corners of the deeds to argue that the Government did not intend to transfer the property. Title 19 GCA § 40404 (Source: CC § 1069) does not allow this. This statutory directive in favor of the grantor if a public body applies only if there is an ambiguity in a grant. *Red Mountain, LLC. v. Fallbrook Public Util. Dist.*, 48 Cal. Rptr. 3d 875 (Cal. Ct. App. 2006), review denied (apply CC § 1069). Because there is no ambiguity in these grants, the plain language prevails.

P.L. 22-145 did not reserve the property from transfer. The Court has rejected this argument. *See Gutierrez v. GPA*, 2013 Guam 1 ¶ 17. There, Gutierrez appealed the trial court's ruling that GPA had a license to maintain power poles on property

he received from GALC. *Id.* ¶ 9. This Court found that although P.L. 22-145 exempted “[a]ny land that is presently utilized for public easements” from being released to the original landowners, that such language, and even the broader language of P.L. 23-23, did not remedy that the interest GPA claimed was not specifically reserved in the quitclaim deed from the U.S. to GEDA, or in the quitclaim deed from GEDA to the GALC. *Id.* ¶¶ 17-19. Gutierrez was not bound by the deeds to recognize the Government's claim interest. *Id.* ¶¶ 15-20. Thus, GPA’s occupation was a taking under the Fifth Amendment’s Taking Clause and compensation was due for Gutierrez’ inverse condemnation claim. *Id.* ¶ 2.

B. The Government Conveyed Its Present Interest in the Plant Property to the GALC in 2002.

The Government conveyed Lot AKJD to the GALC *after* the U.S. conveyed AKJD to the Government. Thus, the Government had title to AKJD at the time it conveyed its interest to the GALC.

1. The 1997 Deed Did Not Include the Plant Property.

The 1997 Deed did not include the Plant Property; it would only transfer severed out portions from specific *lots* enumerated within the deed. ER at 330 (1997 Deed). The Plant Property was not one of those *lots* identified.

GWA relies on listing 195 which states:

195. Easement, Northern District Sewage Treatment Plant, Harmon, USAF Grant of

Easement, as shown in Map/Instrument Drawing Numbers 312261 and 312262. License Number N6274280RP00019, 336 Civil Engineering Squadron, Real Property Section, AAFB Guam;

ER at 360 (1997 Deed)(emphasis included).

This conveyance is void. It is for the 1980 Easement. GWA contends it was for the Plant. Where the words used in a deed fail to describe the tract in a way to make it certain what tract was intended, the deed is void for uncertainty of description. *Brandon v. Leddy*, 7 P. 33, 34 (Cal. 1885) (finding when deed refers to a map, and from the face of the deed and the map there are two lots for which the description equally applies, deed is void for uncertainty and parol evidence is inadmissible to explain the ambiguity). *People v. Klumpke*, 41 Cal. 263, 278 (Cal. 1871) (finding if description of the premises fit equally well four parcels of land, deed is void for uncertainty). GWA cannot rely on extrinsic evidence to resolve this. *See id.*

Listing 195 is for License No. N6274280RP00019—the 1980 Easement. *See* ER at 287 (1980 Easement). It is the only listing describing an “Easement” rather than a “Tract” or “Lot.” *See* ER at 329-369 (1997 Deed). These words indicate the intent to transfer the 1980 Easement, not a fee simple interest in property being leased. Drawing Number 312261 is for the Northern District Sewerage *System* —not the Plant. ER at 302 (1980 Easement Maps).³ Drawing Number 312262 is merely an

³ The map depicts the Real Estate Requirements for the Government of Guam for Sewer Line A on Sheet 2 of 6, Sewer Line B on Sheet 3 of 6, Sewer Line C on Sheet

excerpt of Drawing Number 312261 for the Northern District Sewerage *System*—not the Plant. *See* ER at 327 (1980 Lease); *compare* ER at 306 (1980 Easement).

The plant lot, on the other hand, is described and recorded in License No. N6274280RP00020 which is not in the deed. ER at 309 (1980 Lease). This was no oversight. Listing 195 is also the only one without a description of the area conveyed. Even where properties were listed by name instead of their legal description, the Deed still describes the property by area contained. *See, e.g.*, ER at 337, 349-350 (1997 Deed) (listing “44. ‘Buffer Strip...containing an area of 1,010 square meters”, “120. Umatac/Merizo Sewer Pump Station...containing an area of $\pm$ 712,500 square feet...as referenced in Map/Instrument Number...”, “126. “Pre-War Old Agana-Piti Road...containing an area of $\pm$ 1,515 square meters as shown in Map/Instrument Number...”, “127. Parcel 1, Piti...containing an area of $\pm$ 13 hectares, as shown in Map/Instrument Number...”). Since it is uncertain from the language whether the Government intended to describe the 1980 Easement or the leased property, the conveyance is void.

GWA cannot rely on general language either. *See* ER at 364 (1997 Deed). There is no legally sufficient description of property to make such a conveyance

4 of 6, Parcel D (“Force Main”) on Sheet 5 of 6, Parcel E (“Outfall”), Parcel E-1 on Sheet 5 of 6, Parcel 1 on Sheet 6 of 6, and Parcel 2 (Sewage Pumping Station) on Sheet 6 of 6.

valid. A grant must include the location, boundaries, and description to convey an estate in real property. *See* 21 GCA § 4102. GWA cannot rely on any other rules of deed construction either. The rule that an ambiguous grant by a public body is to be interpreted in favor of the grantor takes precedence over other rules of construction, and extrinsic evidence of the parties' intent is irrelevant. *Red Mountain, LLC.*, 48 Cal. Rptr. 3d 875, *review denied*. In this case, the grantor is the Government.

2. The 1980 Easement and 1980 Lease Could Not Be Transferred.

Even if the Government intended to transfer the lease, this was legally impossible. The Superior Court correctly found the 1980 Easement could not be transferred by the Government because it was extinguished. ER at 565-566 (Nov. 30, D&O). Under the merger doctrine, lesser interests merge with the greater interests when the dominant and servient estate come under common ownership. 28 Am. Jur. 2d Estates § 406; *see, e.g., Ulrich v. Bach*, 308 P.3d 1232, 1234 (Idaho 2013). (“...when the land burdened by the easement and the land benefited by the easement come into common ownership, the need for the easement is destroyed and the easement is extinguished.”) “[T]he effect of a conveyance by the lessor of his or her interest in the leased premises to the lessee or lessee’s assignee is to merge the leasehold in the estate granted and, thus, terminate the relation of landlord and tenant between the lessor and lessee.” 42 Cal. Jur. 3d Landlord and Tenant § 229.

Guam law codifies the merger doctrine. *See* 21 GCA § 7111(a). Thus, both the 1980 Easement and Lease were destroyed when the Government became the owner of the easement and lease over Lot AL-002, and Lot AL-002 itself. *See, e.g., May v. Nevada Irr. Dist.*, 600 F.2d 1280, 1281 (9th Cir. 1979) (affirming the district court’s holding that the easement terminated when it vested with the U.S. and merged with the underlying estate already acquired by the U.S.)

The 1980 Lease also could not be transferred because it was a license. “Because a license does not give the license holder an interest in the land, it does not pass with the title to the property and is binding only between the parties to the license, expiring upon the death of either party or through the conveyance of the burdened property.” *Gutierrez v. Guam Power Authority*, 2013 Guam 1 ¶ 15.

Because the Government acquired ownership over the dominant estate Lot AL-002, the lesser estates—the lease and the easement—terminated when the U.S. conveyed the land to the Government.

C. The After-Acquired Title Doctrine Applies to the Grants.

Even if the Government did not have title in 2002, the after-acquired title doctrine would still estop the Government—and GWA as the party claiming under it—from arguing the Government’s conveyance was meaningless. The doctrine “is not so much an acknowledgment of the deed as it is an estoppel theory.” *Taitano v.*

Lujan, 2005 Guam 26 ¶ 45. *See* ER at 860–861 (April 16 D&O)(explaining deed operates by way of estoppel).

Estoppel applies because both the Government’s 2002 Deed, and the GALC’s 2006 Deed use the word “grant.” *See* ER at 334 (Government 2002 Quitclaim Deed); ER at 444 (GALC 2006 Quitclaim Deed). *See also*, 21 GCA § 4203. “[A] fee simple title is presumed to be intended to pass by a grant of real property, unless it appears from the grant that a lesser estate was intended...[a]s long as the ‘grant’ is used in the instrument of conveyance, then fee simple title is presumed.” *Taitano*, 2005 Guam 26 ¶ 50 (quoting 21 GCA § 4202); *see also* 21 GCA § 4210 (establishing implied covenants from the use of the word “grant” in any conveyance by which an estate fee simple is to be passed). Nothing in the grants show a lesser estate was intended.

GWA argues the deeds must nevertheless include explicit language that grantors were conveying a future interest. *Camacho v. Perez* does not apply here. 2017 Guam 16. In *Camacho*, the Court held that the after-acquired title doctrine did not apply to the quitclaim deed at issue because there was no language to demonstrate intent to convey anything more than what the grantor had at the time. 2017 Guam 16 ¶¶ 22, 35. *Camacho* distinguished the case from *Taitano* where a deed uses the word “grant”, which demonstrates the grantor’s intent to convey all interests the grantor may have in the property. *Id.* ¶¶ 25, 34 citing *Taitano*, 2005

Guam 26 ¶ 49. *Camacho* even agreed that where a quitclaim deed includes language evidencing intent to convey a definite estate in land, the after-acquired title doctrine applies. *Id.* ¶ 29. The deed in *Camacho* simply did not convey that intent. *Id.* ¶ 34.

The *Estate of Gogue* merely acknowledged that a quitclaim deed—which passes only present interests—cannot transfer a contingent future interest. 2020 Guam at ¶ 22 (citing *Taitano*, 2005 Guam at ¶ 48). The *Estate of Gogue* did not, however, overrule *Taitano*—which required looking past the label of the deed and instead to the operative language in the deed when determining whether the after-acquired title doctrine applies. *Taitano*, 2005 Guam at ¶¶ 50-51. Here, the operative language of both the Government and GALC’s deeds use the word “grant.”

The thrust of the after-acquired doctrine is to estop one who conveyed their interest in property from later claiming the conveyance meant nothing. The fact that Core Tech’s chain of title included quitclaim deeds is insufficient to defeat the estoppel effect of the after-acquired title doctrine. Even if the Plant Property was conveyed to GWA in the 1997 Deed, because the after-acquired title doctrine is an estoppel theory, not an acknowledgment of the deed, using the words “grant” in the quitclaim deeds is determinative. Both the Government and the GALC used the word “grant” in their quitclaim deeds, so the after-acquired title doctrine estops the Government—and GWA claiming under it—from defeating Core Tech’s title.

D. Core Tech’s Title Does Not Disturb Public Use of the Plant.

Core Tech’s title does not trigger the U.S.’ reversionary interest. The *actual use* of the Plant Property remains consistent with its original public benefit purpose. GWA continues to operate the Plant. This uninterrupted public use, rather than ownership, is the relevant metric under the 2002 Quitclaim Deed.

Courts considering similar restrictions emphasized that a breach triggering reversion must involve a *change in use*, not merely a change in ownership. See 26A C.J.S. Deeds §§ 406 and 410 (for forfeiture to occur, there must be a change in use or operation of the property, rather than transfer of ownership per se); *Basin Oil Co. of Cal. v. City of Inglewood*, 125 Cal. App. 2d 661 (Cal. Ct. App. 1954) (mere alienation of title without corresponding breach of the use requirement does not trigger reversion); *Townsend v. Allen*, 114 Cal. App. 2d 291 (1952) (for reversionary interest to vest, the condition must be breached in way that affects the property’s designated use; mere transfer of ownership cannot be the basis for invoking reversionary clause); *Reclamation Dist. No. 551 v. Van Loben Sels*, 145 Cal. 181, 184 (Cal. 1904)(“If the grantee or his assigns continue to use the land for the prescribed purpose, the estate continues in such grantee.”). Thus, so long as the infrastructure continues to serve the public, the deed’s covenant is satisfied.

There is no evidence that Core Tech acted in a way to contravene or terminate that use. Indeed, there is no evidence that the U.S. believes the interest has been

triggered. It has invested over \$130 million in upgrades through the Department of Defense. *See* ER at 580-582 (GWA’s Suppl. to Opp’n to CoreTech’s Mot. to Dismiss and Mot. for Summary J., Aug. 12, 2022). Their actions show that both the U.S. and GWA agree no forfeiture has occurred.

A judgment in Core Tech’s favor would also do nothing to impede the U.S.’ ability to protect its interest. The U.S. could sue to quiet title. *See* ER at 571 (Nov. 30 D&O). In any event, the focus here is the relief between the real parties here, and not on the possibility of litigation between a party and an absentee. *See generally Benavente v. Taitano*, 2006 Guam 15 ¶ 59. This argument also does nothing to advance *GWA*’s claim to superior title. ER at 573 (Nov 30 D&O).

Public Laws 22-145 and 23-141 support that the “public use” requirement can be met despite transfer of title. The policy of P.L. 22-145 was:

...to insure that the lands condemned by the federal government and returned to the Government of Guam pursuant to U.S. Public Law 103-339 are rightfully used in a fashion that benefits all original owners, their heirs and others defined in 21 GCA Chapter 75, § 75107 and § 75108. The use of such lands shall be governed by the conditions established in this Act, and the administration, facilitation and coordination of the land used shall be the responsibility of the Chamorro Land Trust Commission (CLTC).

ER at 397 (P.L. 22-145).

The policy of 23-141 was to develop land-use policies and plan for excess federal lands beyond the Government’s needs so they could return these lands to their original landowners. P.L. 23-141:1 (LS). The Legislature concluded the

Government was “neither the best nor most responsible guardian of lands” and that returning them to private landowners would be “far more beneficial to the people of Guam as a whole.” *Id.*

It is the PUC’s contrary interpretation that would be disastrous for Guam. It would discourage public and private investment because no one could rely on Guam Public Laws, the Government’s transfers, the GALC’s transfers, and the Government’s registrar system. Every action taken by the Government with respect to real property would be meaningless.

* * *

The Plant continues to be used for public use, but Core Tech acquired superior title by operation of law. The Government’s deed transferred the property. The deed estops GWA, as one claiming under the Government, from claiming those deeds are meaningless. The 1997 Deed did not transfer the Plant Property. The description GWA relies on is void for uncertainty. GWA cannot rely on general granting language or extrinsic evidence to rectify this uncertainty. The 1980 Easement and Lease could not be transferred anyway due to the merger doctrine and the termination of the lease. Moreover, because a lease is classified as a license, it is not an interest that could be conveyed.

E. The Court’s Interpretation of Deeds and Law does Not Violate the Separation of Powers.

The doctrine of separation of powers is well established, but Appellants improperly invoke it. Appellants do not say the judiciary cannot interpret the law as it applies to Core Tech’s title but contend the judiciary *must* interpret the law how the Legislature and executive branch view it. Perversely, this position violates the separation of powers. It is emphatically the province and duty of the judiciary to say what the law is. *Marbury v. Madison*, 5 U.S. 137 (1803). Judicial review is the power of courts to assess whether acts of the legislative and executive branches comply with the Constitution. *Moore v. Harper*, 600 U.S. 1 (2023).

The interpretation of deeds, and covenants to comply with laws therein, is entirely within the judiciary’s authority. It is the duty of the judiciary to interpret these, even if it requires the overthrow of an earlier erroneous administrative construction. *See, e.g., Wolski v. Fremont Inv. & Loan*, 25 Cal. Rptr. 3d 500, 507–08 (Cal. Ct. App. 2005).

The court’s decision does not prevent or materially impair the legislative and executive branches’ ability to accomplish their constitutionally assigned functions. *See In re In re Request of Gutierrez*, 2002 Guam 1 ¶ 34 (quoting *People v. Perez*, 1999 Guam 2 ¶ 17 (quoting *Nixon v. Administrator of General Services*, 433 U.S. 425, 443 (1977))); *People of Guam v. Wai Kam Ho*, 2009 Guam 18 ¶ 29. The practical impact of the court’s decision is that based on the protection afforded to Core Tech

under the law, the executive may have to justly compensate Core Tech for the land it took and continues to use for public use.

To be clear, appellants have already *taken* the Plant Property, and its public use continues. A decision finding Core Tech had superior title to GWA does not materially impair the executive branch from managing the property; the Constitution demands just compensation for its taking, and the Judiciary has the final say when that is required.

II. Core Tech’s Title Is Protected under the Land Title Registration Law.

It would not matter if the 1997 Deed conveyed any portion of the Plant Property. The title of a transferee as a holder of a certificate of title is indefeasible. Core Tech is absolutely protected under Guam Land Title Registration law. In determining title disputes the inquiry for registered land must begin with the certificate of title, it being “absolute proof of indefeasible title” for the registered owner. *Unpingco v. Derry*, 2021 Guam 1 ¶ 14. *See also McCurdy v. Chamorro Equities, Inc.*, 2021 Guam 29 (reversing trial court judgment in title dispute for not considering the Land Title Registration Law).

The certificate of title for the Plant Property shows Younex is the owner in fee simple. ER at 181 (Dec. 11, 2014 Certificates of Title). Younex is therefore the last registered owner of the Plant Property. *See Pelowski v. Taitano*, 2000 Guam 34 ¶ 30 (“A transfer of registered land is deemed registered where a new certificate of

title is issued to the transferee.”). Core Tech’s title is indefeasible because Core Tech acquired it from Younex. SER at 1165 (Core Tech SOF ¶46, Mar. 15, 2023) Core Tech was entitled to rely on these Certificates of Title as conclusive evidence that Younex was entitled to the land. *See* 21 GCA § 29143.

The protections afforded initial registrants and those who acquire property from registered owners are absolute. In *Unpingco*, this Court emphasized the indefeasibility of titles under the Guam Land Title Registration Act. 2021 Guam at ¶¶ 11-15. The Act uses the Torrens system to register real property titles by use of certificates “which conclusively show the state of the title at all times.” *Id.* ¶11 (internal citations omitted). Registered owners hold the land “free from any and all adverse claims, rights and encumbrances not noted on the certificate of title[.] This indefeasibility and simplicity is fundamental to the Torrens system.” *Id.* ¶13. “The system is intended to create ‘an absolute presumption that the register of titles speaks the last word about the title to land. . . making the language in the register of titles absolute proof of indefeasible title excepting only those encumbrances and claims note therein.” *Id.* at ¶14 (citing *Kindcaid v. Yount*, 459 N.E.2d 235, 238 (Ohio Ct. App. 1983), 7 G.C.A. § 11204, and 21 G.C.A. § 29137). *See also, McCurdy*, 2021 Guam at ¶ 40 (holding quieting title in favor of unregistered claimant would “eviscerate the protections embedded in the Land Title Registration Law.”).

Further to these protections, Section 29137 provides that *transferees* of registered land are not affected with notice—actual or constructive—of unregistered claims or interests. 21 G.C.A. § 29137.⁴ So it is irrelevant that GWA was in possession of Lot 10184-7.⁵ Core Tech was entitled to rely on the record title under the Land Title Registration Act, despite GWA’s occupancy. *See, e.g., Wells v. Lizama*, 396 F.2d 877, 881-83 (9th Cir. 1968) (finding possession of registered land is neither actual nor constructive notice of interest not registered on the certificate of title).

The 1997 Grant Deed is not registered on the certificates of title. SER at 1158-1159 (Core Tech SOF ¶¶ 6-8, Mar. 15, 2023). Because the deed is not registered, the interests claimed therefrom are not protected by Guam’s Land Title Registration Law. *See Sauget v. Villagomez*, 228 F.2d 374, 376 (9th Cir. 1955) (citing Guam Civil Code § 1157.53, 1157.47, now codified at 21 G.C.A. § 29155 and 29149). *See also Taitague v. First Island Indus., Inc.*, 942 F.2d 794 (9th Cir. 1991) (citing Guam Civ. Code § 1157.35 (now 21 GCA § 29137)(1989).

⁴ GWA does not address 21 GCA § 29137. It relies on 21 GCA § 37102. Section 37102 establishes the priority of recorded conveyances over *unrecorded* interests in real property. Section 29137, on the other hand, applies to cases like this where a transferee of registered land cannot be affected by notice of *unregistered* interests.

⁵ There is no evidence that GWA possessed Lots 10184-6 or 10184-8. ER at 014 (GWA Pet.).

GWA cannot rely on recording statutes to notice recorded but *unregistered* interests. Title 21 G.C.A. § 37101 does not apply. *See Cruz v. Cruz*, 2023 Guam 20 ¶¶ 22-24. This recording statute is outside of the Land Registration Law, inconsistent with Sections 29133-29145 thereof, and therefore does not apply to registered land.

Reliance on 21 GCA § 4204 (Source: CC § 1107) is also misplaced. The note to this statute contrasts it from 21 GCA § 29145 and § 29139 regarding the rights of parties in “*registered*” land. 21 GCA § 4204 (emphasis included). Race-notice takes effect only by way of contract between the parties and as authority to the registrar to register the charge, but the instrument must still be registered to be effective beyond the parties involved. *Pioneer Abstract & Title Guar. Co. v. Feraud*, 267 P. 134, 136-37 (Cal. Ct. App. 1928). This interpretation adheres to this Court’s interpretations of Torrens system protections. *See Unpingco*, 2021 Guam at ¶ 14.

At any rate, the recorded documents only notice what is in them; and as discussed below, the 1997 Deed did not include the Plant Property. But later recorded documents showed the Government conveyed the property to the GALC. ER at 003-04 (Gov’t Pet. ¶¶ 11-13); ER at 432-438 (August 7, 2002 Quitclaim Deed).

It does not matter that GWA believes the Government erroneously issued the Certificates. The fact remains they existed at the time Core Tech acquired the property. Core Tech was not required to inquire into the circumstances under which

Younex was registered or be affected by GWA's unregistered claims or interests. *See* 21 GCA § 29137. The Land Title Registration law reinforces the indefeasibility of a holder of a certificate of title, no matter how the holder acquired them. For example, where a deed or other registered instrument is later determined to be void, the title of a registered owner who has taken bona fide, shall not be affected. 21 GCA § 29139. Even the rights and the remedies of a person defrauded under the Land Title Registration Law cannot affect the title of a registered owner. 21 GCA § 29200. Thus, even if an instrument in Core Tech's chain of title were later determined to be ineffective, Core Tech's title would still be protected.

Pelowski does not disturb this analysis. 2000 Guam 18. *Pelowski* held a certificate of title is not conclusive evidence of ownership under 21 GCA § 29142 when the holder of the certificate was not the initial registrant or a bona fide purchaser. 2000 Guam at ¶ 34. This Court found the Taitanos were not bona fide purchasers because a notice of lis pendens challenging the chain of title, and judgment against Taitano's chain of title, was entered before the Taitano obtained the certificate. *See id.* ¶¶ 3-6. Here, the only collateral attack on Core Tech's chain of title was resolved in favor of Yoon deeming him a bona fide purchaser in Superior Court Civil Case No. CV1124-09.

More pertinently, *Pelowski* clarified "[a] certificate of title *is* conclusive evidence only in limited circumstances..." *Id.* (citing 21 GCA § 29141 and §

29176). *See also, In re Certificate of Title No. 134390*, 2021 Guam 19 ¶ 38 (citing 21 GCA § 29176). Title 21 GCA § 29176 applies to Core Tech because Younex had a certificate of title and Core Tech depended on it in good faith.

Camacho v. In re Estate of Gumataotao is not supportive of Appellant's arguments either. 2010 Guam 1. It simply said that certificates of title are not required to effectuate a legal transfer of title. *Id.* ¶ 33. *Taitano v. Calvo Finance Corp. does not apply* either. 2008 Guam 12. There, this Court stated that it would not categorically declare that certificates of title render all pre-existing deeds null and void. *Id.* ¶ 34. The court did not do that; it simply found Core Tech was entitled to rely on the certificate and protected under the Title Registration Law.

The Torrens system values simplicity. The law is to be construed liberally to effect the purpose of its general intent, which is “to allow confident reliance upon the record title under the Act.” *Wells*, 396 F.2d at 883; 21 GCA § 29205. Because GWA's interest was not registered on the certificate of title and Core Tech acquired its ownership interest of the Property from the holder of the certificate of title, Core Tech's title is superior to GWA.

III. The 1997 Deed Does Not Defeat Core Tech's Superior Title.

The 1997 Deed did not convey a fee simple absolute interest because it included a condition. Where a condition on title is imposed, the deed does not vest title, the performance of the condition does. 21 GCA § 4207. The basics of deed

interpretation, like contracts, are that “[w]e interpret the parties’ intent from ‘the plain language of the four corners of the deed.’” *Estate of Gogue*, 2020 Guam at ¶ 27. *See also*, 19 GCA § 40401 (grants are interpreted like contracts). It is only when faced with ambiguity that this Court “turns to canons of construction and related presumptions.” *Id.* A key difference between interpreting contracts and deeds, however, is that extrinsic evidence cannot be used to prove ambiguity in a deed even when it may be admissible to show ambiguity in a contract. *Id.* ¶ 28. The ambiguity must be apparent on the face of the deed in order to use extrinsic evidence to aid in its interpretation.

GWA repeatedly argued language in the deed is plain and unambiguous. *See* Appellant’s Opening Brief at 22, 24, 48. *See also*, SER at 1194 (GWA’s Mot. for Reconsideration, Aug. 28, 2023). Yet GWA asks the Court to begin its interpretation of the deed with extrinsic evidence instead of within the four corners of the deed. Title 18 GCA § 87113 (Source: CC § 1647) does not permit this. Surrounding circumstances and subsequent conduct may be invoked to aid interpretation of a deed only when on the deed’s face there is doubt as to its meaning.⁶ “The court cannot rewrite the terms of a clear contract. ‘The rule forbids adding by parol where the writing is silent as well as varying where it speaks * *

⁶ GWA did not specifically raise whether extrinsic evidence is admissible concerning whether the deed is ambiguous, therefore the Court should not entertain such an argument either. *See, Estate of Gogue*, 2020 Guam at ¶ 29.

*.” *Leonard v. Huston*, 265 P.2d 566, 571 (Cal. Ct. App. 1954) (applying CC § 1647) quoting 4 Cal.Jur.Supp. 104, § 162. Where the language is clear and explicit, the parties’ intent is ascertained from the writing alone. *Courtwright v. Dimmick*, 70 P.2d 269, 270 (Cal. Ct. App. 1937) (applying CC § 1657).

Here, the language was clear that title would not vest unless GWA completed the ‘real estate requirements surveys’ in time. The plain language within the four corners of the deed evidenced the intent that GWA would only acquire fee simple absolute title to portions severed out through real estate requirements surveys to show what GWA anticipated it would acquire. *See* 18 GAR § 3218(e)(defining ‘Real Estate Requirements Survey’ as “survey prepared *in anticipation of* government acquisition of land to establish description and ownership)(emphasis added).

A. The 1997 Deed Included a Condition Precedent.

The real estate requirements survey is a condition precedent, not condition subsequent. *See* SER at 1172-1187 (Core Tech Opp’n to GWA, Mar. 15, 2023). A deed with a condition precedent is not proof of title. “Whether a covenant is to be deemed precedent or subsequent depends upon the intention of the parties as shown by the instrument, and not upon the use of any particular set of technical words.” *Bank of Suisun v. Stark*, 106 Cal. 531, 533 (Cal. 1895). The face of the 1997 Deed is clear and explicit, so the intention of the parties to the 1997 Deed can be

ascertained from the whole of the document alone. *Estate of Gogue*, 2020 Guam at ¶ 27. *See also*, 18 GCA §§ 87104, 87105, 87107.

The intention of the parties as shown by the instrument is that the covenant was a condition precedent. The instrument provided it was conveying the real property interests for an area that could be determined only in the future under the covenant to do a real estate requirements survey. ER at 330 (1997 Deed). This intention is reinforced throughout the deed.

To the extent GWA argues there is a conflict between the grant and the language providing that the “estate” would terminate automatically, Title 19 GCA § 40405 (Source CC § 1070) supports a finding of condition precedent. The former part can absolutely be reconciled by finding that the grantor intended the “fee simple absolute” estate vest after the survey conditions were completed.

It is well established in common law that title to land granted on condition precedent does not vest until performance of the condition while title to a deed on condition subsequent passes at the time the deed is executed and delivered. *Bank of Suisun*, 39 P. 531. Guam law codifies this principle. *Compare* 21 GCA § 4206 with § 4207 (Source: CC § 1110). Thus, a grantor does not have to exercise the right to terminate the estate by reentry when there is a failure to perform a condition precedent because the title remains in the grantor until performance. *City of Stockton v. Weber*, 33 P. 332 (Cal. 1893).

For these reasons, a deed on condition precedent is not proof of title because the fee is dependent not on the terms of the deed but on proof of performance of those terms. *Mesick v. Sunderland*, 6 Cal. 297 (Cal. 1856) (overruled in part by *Stafford v. Lick* on other grounds, 7 Cal. 479 (Cal. 1857)). To prove title under the 1997 Grant Deed, GWA was required to prove it performed the condition of severing out portions of the property through real estate requirements surveys. *See* 18 GAR § 3218(e). As discussed below, GWA never completed a real estate requirements survey for the Plant Property. So even if the Government intended to transfer the Plant Property in the 1997 Deed, the deed itself did not transfer title to GWA.

B. A Fee Simple Determinable With the Possibility of Reverter Automatically Reverts Upon the Failure of the Condition.

Even if the survey were a condition subsequent, GWA still would not have superior title to Core Tech. There are two types of defeasible estates: a fee simple determinable whose reversionary interest was the possibility of reverter; and a fee simple subject to a condition subsequent whose reversionary interest was the right of reentry. *City of Palm Springs v. Living Desert Reserve*, 70 Cal. App. 4th 613, 621 n. 4 (Cal. Ct. App. 1999); *see also Ueda v. Bank of Guam*, 2005 Guam 23 ¶ 14 (recognizing distinction).

1. The Plain Language of the Deed Stated the Forfeiture Would Occur “Automatically” Upon the Failure of the Condition.

When the condition provides that the estate terminates automatically, an estate in fee simple determinable is created. Restatement (First) of Property § 44 (1936); *see also Ueda*, 2005 Guam at n.3 (citing Restatement (First) of Property § 44 (1936)). Because the condition in the 1997 Deed provided lots would revert “automatically,” a fee simple determinable interest was created. *See* ER at 366-68 (1997 Grant Deed).

Based on the whole instrument it was clear that the intent of the Government was that GWA would first assist in its survey requirements under law, and then GWA would only acquire a fee simple absolute interest in those it completed *GWA*’s real estates requirements surveys for. *See* ER at 783 (Aug. 14 D&O). The Deed was made under Public Law 23-119. ER at 329 (1997 Deed). P.L. 23-119 specifically authorized transfers of estates, easements, leases, and licenses. P.L. 23-119:1 codified at 12 GCA § 14115. The granting language was specific it was “for only that area required by the Grantee, the severance of which (“real estate requirement map(s)”) shall be pursuant to the covenants expressed herein for the lots identified below...”). ER at 330 (1997 Deed).

One of the covenants was to comply with the land disposal requirements of 21 G.C.A. § 75101 et seq. (Chamorro Land Trust Act), and P.L. 22-145, P.L. 23-23, and P.L. 23-141. ER at 366 (1997 Deed). The land disposal requirements of the

Chamorro Land Trust Act were that all “available lands” be returned and administered by the Department of Land Management. 21 GCA § 75105. The land disposal requirements of P.L. 22-145 are for DLM, with help from the Chamorro Land Trust Commission (CLTC), to facilitate the return of federal excess properties to their original owners or heirs, by surveying the properties. P.L. 22-145:4,7. The land disposal requirements of P.L. 23-23 are to release 3,200 acres of returned federal lands to the estates of original landowners, and where such land was under public use, to make good faith efforts to derive a means of compensation for continued public use of such lands. P.L. 23:23:2. The land disposal requirements of P.L. 23-141 were for DLM to identify the exact portion of land identified in the 1994 Guam Land Use Plan and return them to their original owners or their heirs. P.L. 23-141:2.

Another covenant was that GWA would comply with the declaration and decrees provided in GWA Board of Directors Resolution No. 97-13 attached to the deed, would be complied with. ER at 366 (1997 Deed). It provided that in furtherance of the Government, DLM, and GWA’s common mission to serve the people of Guam, they would work together to survey and divide the excess properties so that upon completion they would be severed out to other agencies pursuant to law. ER at 374 (1997 Deed).

GWA ignores the parts of the instrument that demonstrate the Government's intent. And no language expresses the Government had to take action to terminate the conveyance. Instead, GWA fixates on the granting language, arguing that nothing in the grant indicated a lesser estate was intended. Reliance on 21 GCA § 4202 (Source CC § 1109) is misplaced. The “lesser estate” distinguished from a “fee simple” within section 4202, refers to an easement, life estate, or leasehold—not a fee simple defeasible estate. *Highland Realty Co. v. City of San Rafael*, 298 P.2d 15, 20, n.1 (Cal. 1956) (interpreting CC § 1109); *see also, San Pedro, L.A. & S.L.R. Co. v. Hamilton*, 119 P. 1073, 1075 (Cal. 1911).

GWA then argues the survey condition was in a separate section of the deed and cannot modify the grant. *Basin Oil* undermines GWA’s argument. There the court held that under the rules of construction, the whole instrument must be read together to determine the effect of a deed, and if an intent to pass particular title is disclosed, the court will give effect to such intent notwithstanding any inaccuracy or inaptness of words used. 271 P.2d at 75. In any event, the granting language refers to the covenant of the real estate requirements survey. The word “automatically” must be considered in determining the Government’s intent.

GWA next contends that 12 GCA § 14110 mandates that the Plant be assumed by GWA. This statute does not dictate how to interpret the plain language within the four corners of the deed. GWA cannot argue that the language is unambiguous, then

ask the court to consider extrinsic evidence to create doubt as to unambiguous language. *See* Appellant’s Opening Brief at 48 (arguing both specific and general grant in deed were “unambiguous”). *See also*, 18 GCA § 87113; *Leonard*, 265 P.2d at 571; *Courtwright*, 70 P.2d at 270.

GWA also argues 19 GCA § 40404 (Source: CC § 1069) mandates the grant be interpreted in its favor. Again, GWA insists on looking beyond the plain language within the four corners of the deed to find that the Government did not intend for a forfeiture to occur automatically when they used the word “automatically.” GWA cannot rely on 18 GCA § 80409 (Source: CC § 1442) either. The clear intention of parties cannot be brushed aside by invoking a rule that conditions are to be construed against one relying thereon. *Rosecrans v. Pacific Elec. Ry. Co.*, 134 P.2d 245 (Cal. 1943) (applying Cal. Civ. Code § 1442 and § 1069).

There is no reason to adopt *Skamania Cnty. v. Patton*, 20 Wash. App. 2d 1074 (Wash. Cy. App. 2022), as urged by Appellants. The language in the deed is clear that there is a condition—whether it was a condition precedent or condition subsequent. There can be no doubt that the Government intended that title would not vest until GWA surveyed and severed out its requirements.

2. An Automatic Forfeiture Cannot Be Waived.

Guam law still recognizes the fee simple defeasible estate with the possibility

of reverter. *See Ueda*, 2005 Guam at ¶ 14 (recognizing fee simple determinable as a valid interest to convey). By contrast, the California legislature abolished fee simple determinable and possibilities of reverter in 1982, and thereafter all defeasible fees became known as fees simple subject to a condition subsequent, reserving to grantors powers of termination. *See* Civil Code §§ 885.010 & 885.020. The Guam Legislature has not done the same, so the fee simple determinable interest endures.⁷

GWA relies on cases where the plain language created a right of reentry, not a possibility of reverter. *See, e.g., Lincoln v. Narom Dev. Co.* 10 Cal. App. 3d 619,624 (Cal. Ct. App. 1970)(finding there was no waiver of the condition by the extension of time because the grantor still reserved its rights for performance). Indeed, *Lincoln* acknowledged there is no statute of limitations to declare a reverter after the breach of the condition. *Id.* at 624 (citing *Aller v. Berkeley Hall School Foundation*, 103 P.2d 1052 (Cal. Ct. App. 1940), wherein the plaintiff was held entitled to enforce the reverter 12 years after performance was due.)”

It is because the right of reentry requires some affirmative step by the grantor, that some courts have constructed the grantors’ actions after a breach of condition to estop them from enforcing it. “In such cases the word ‘waiver’—sometimes combined with ‘estoppel’—does not mean more than that the party claiming a right

⁷ *Hedick v. Lone Start Steel Co.* does not apply. *See* 277 S.W.2d 925 (Tex. Civ. App. 1955). *Hedick* proclaimed the “universal rule” for Texas, citing to numerous Texas authorities.

to enforce has acted in such a manner or has caused such changes that enforcement would no longer be equitable. In that sense there was waiver here and the finding to that effect was therefore not erroneous.” *Townsend*, 114 Cal. App. 2d at 299. *Gov’t of Guam v. WSTCO Quality Feed & Supply* does not support GWA’s position either. In *WSTCO*, this Court found the GALC actions did not equitably waive its right to enforce a lease’s condition. 2019 Guam 16 ¶ 16. The case had nothing to do with defeasible estates.

GWA misapplies 18 GCA § 80409. This statute instructs how to interpret whether a forfeiture has occurred, not whether the possibility of reverter interest was created by the language of the deed. *City of Manhattan Beach* reinforced that rules of deed interpretation “are not collectively dispositive of the parties’ intent, the ultimate interpretive touchstone.” 914 P.2d. 160, 167 (1996). *Bornholdt v. S. Pac. Co.*, clarified where there are two possible constructions, the construction which avoids forfeiture must be if it is at all possible. 327 F.2d 18, 20 (9th Cir. 1964).

A clear condition on the other hand must be enforced, and actions after forfeiture cannot permit courts to revive a forfeited estate. *See also, Firth v. Los Angeles Pac. Land Co.*, 152 P.2d 935, 937 (Cal. Ct. App. 1915)(where words show clear intention to create condition, condition upheld). *See also, e.g., County of Clatsop v. Ehler*, 203 P.3d 322, 325 (Or. Ct. App. 2009)(holding county could not waive the reverter after the property reverted by operation of law).

Instead, it is for the court to independently determine from the face of the deed whether it required reversion in the circumstances at issue. *Springmeyer v. City of S. Lake Tahoe*, 183 Cal. Rptr. 43, 46 (Cal. Ct. App. 1982). “[T]he deed must show a clear intention to allow a reversion upon the *particular* contingency which is alleged to have occurred.” *Id.* (Emphasis included).

Here, the deed could not have been clearer in showing its intention: “All lots for which the ‘real estate requirement map(s) has not been completed shall revert automatically to the Government of Guam.” ER at 366-367 (1997 Deed). As discussed below, the contingency of completing “real estate requirement maps” did not occur, and so the deed required automatic reversion.

It does not matter if 21 GCA § 4206 (Source: CC § 1109) applies.⁸ Successors in interest of the grantor may enforce both a reverter and right of re-entry. *See Shields v. Bank of Am. Nat. Tr. & Sav. Ass’n*, 37 Cal. Rptr. 360, 363 (Cal. Ct. App. 1964)(explaining reverter and rights of re-entry reserved to grantor in deeds were transferable by grantor and enforceable by grantor’s successor interest). *See also, Parry v. Berkeley Hall Sch. Found.*, 74 P.2d 738 (Cal. 1937); *Martin v. Ray*, 173 P.2d 573 (Cal. Ct. App. 1946).

⁸ GWA relies on *Dabney v. Edwards*, 53 P.2d 962 (Cal. 1935), which does not mention CC § 1109 . *Dabney* does however recognize the existence of the fee simple determinable interest and the possibility of reverter reversionary interest.

3. GWA Failed to Complete the Condition.

The forfeiture occurred because GWA failed to complete the condition. Neither the *Government's* real estate requirements survey for the 1980 easement, nor GWA's 2016 retracement survey of Lots 10193 and 10194, satisfies the real estate requirements survey for GWA under 18 GAR § 3220(b).

Land registration survey, real estate requirement survey, and retracement maps are separately defined and regulated. *See* 18 GAR § 3218. Because the purpose of the “real estate requirement survey map” is “a survey prepared *in anticipation of* government acquisition of land to establish description and ownership,” it has distinct requirements from a retracement map. 18 GAR § 3218(e). *Compare* 18 GAR § 3220(b) with § 3220(a). Key differences are that the Real Estate Requirements Survey requires the “Requesting agency’s name and purpose,” and signatures of the Territorial Planning Commission, Territory Surveyor, Registered Land Surveyor, and the Requesting Agency. 18 GAR § 3220(b)(3) and (4).

The Government’s 1980 map is the Real Estate Requirements Survey for the Sewerage System Easements and pumping station only.⁹ Although the drawing references the Plant, the map does not include GWA’s name or purpose, does not

⁹Exhibit A to Instrument No. 312262 is merely an excerpt of Exhibit 1 to Instrument No. 312261 and referenced for the sole purpose of identifying the waterline easement that was *not* to be conveyed by the 1980. *Compare* ER 700-701 (Instrument No. 312262, recorded May 23, 1980) and ER 703, 710 ((Instrument No. 312261, recorded May 23, 1980; Easement Parcels 1 and 2 Map)).

include the signatures of the Territorial Planning Commission (or Guam Land Use Commission), or the signature of GWA as the requesting agency.

Moreover, neither the 1980 map, nor the 2016 Retracement Survey included the Certificate of Title number for the property. Both require the certificate of title number and date of land registration in the Basic Lot Data. *See* 18 GAR § 3220(a) and (b). Had GWA complied with this critical requirement at any point, it would have seen the Plant Property was registered and it was necessary for GWA to register its alleged interest to mitigate this administrative disaster. *See* 18 GAR § 3220(b) (requiring certificate of title and land registration surveyor to sign off on real estate requirement map by requesting agency); 21 GCA § 29160 (requiring the registration of interest upon a new certificate of title).

GWA alleges they obtained extensions to complete the condition, but the record does not support this; these were not admissible evidence. *See* GRCP 56(C); SER at 1169 (Core Tech SOF at ¶ 25, Mar. 15, 2023); SER at 634-635 (Core Tech Opp’n, May 3, 2021). In contrast, GWA’s Notes to Financial Statements provide: “The Government of Guam, pursuant to Public Law 23-119, assigned to GWA various real estate property under GWA’s administration. As of September 30, 2019 and 2018, the property has not been recognized in the financial statements pending completion of formal transfer proceedings.” SER at 765 (GWA FY 2019 Financial

Statements). In any event, these “extensions” were requested years after the forfeiture, and even after Core Tech acquired title.

GWA contends the Government never acted or initiated a proceeding to reclaim title to the Plant Property. This is not true. The Government took several actions and initiated at least two proceedings to reclaim title to the Plant Property before this action. First, it conveyed the same property to the GALC, then it tried to intervene in a probate action contesting the GALC’s return of the property and finally filed a quiet title action to the same property. And if there were in fact any extensions to complete the surveys, this shows that the Government did not intend to waive the condition but still required it.

There is no evidence GWA *ever* conducted the real estate requirement survey map for the Plant Property. Even if a 1980 retracement survey were sufficient to describe the Plant Property as described in the 1980 Lease, GWA cannot rely on what the Government had identified as its needs for a sewer system in 1980, for what GWA was supposed to identify as its needs for a Plant in 1997. GWA cannot substitute its judgment for what the plain language of the deed and the law requires. GWA never performed the condition of the 1997 Deed to vest title.

C. Legislative Approval Is Not Required for an Automatic Reversion Which Occurs by Operation of Law.

This is another moot argument because GWA never had title to the Plant Property to transfer. In any case, GWA should also be estopped from making this argument. Appellants have repeatedly taken an inconsistent position with respect to the U.S. 2002 Deed—that the Government’s transfer to a private party triggered the U.S.’s reversionary interest. SER at 404-405 (Government’s Mot. Summ. J. at 11-12, Apr. 2, 2021); SER at 466-467 (GWA Joinder, Apr. 14, 2021). If GWA’s argument were consistently applied to the U.S. 2002 Deed, then those reversionary interests in all excess federal lands could not be asserted without the Legislature’s approval.

GWA points out it cannot transfer real property interests without prior legislative approval. Title 12 GCA § 14116 prohibits transfers by GWA without the approval of the Legislature and makes 1 GCA § 1800 applicable to GWA. Title 1 GCA § 1800 is related to the requirement of the Legislature to approve transfer for *privatization*. Enacted by P.L. 19-005, its purpose was to prevent the executive from privatizing any function or transfer of property from the government of Guam without approval of the Legislature. Title 12 GCA § 14116 and 1 GCA § 1800 are restrictions on the executive branch¹⁰, not the Judiciary. GWA provides no authority

¹⁰ Title 21 GCA § 60112 is a similar restriction on the executive from transferring property without approval by the Legislature.

that prohibits the Judiciary from performing its fundamental functions even where the interpretation of law implicates government property. In any event, in none of these laws did the Legislature intend to prohibit the Government from creating a reversionary interest for itself to *comply* with laws, and when authorized otherwise authorized as it was in Public Laws 22-145, 23-23, 23-141, and 25-45.

Neither 12 GCA § 14116 nor 1 GCA § 1800 prevents an automatic reversion of property by operation of law. Automatic reversion clauses in property deeds are self-executing and do not require any additional action or approval to take effect once the specified condition occurs. *See, e.g., City of Harahan v. State ex rel. Div. of Admin.*, 986 So. 2d 755, 760 (La. Ct. App. 2008)(no action necessary for ownership to revert). *See also, Springmeyer*, 183 Cal. Rptr. at 44-46 (finding reversion happens automatically when a fee simple determinable is created); *Landmark West! v. City of New York*, 9 Misc.3d 563, 574, 802 N.Y.S.2d 340, 351 (Sup. Ct. 2005)(finding even legislative intervention cannot prevent the automatic reversion).

GWA nevertheless convinced the Legislature and the PUC in joining Appellants to argue that the “Guam’s Legislature and the executive branch have the first and final say about the ownership of the Plant Property and both branches have spoken definitively[.]” *See* GWA’s Opening Brief at 45. As discussed above, the

judiciary has the final say in interpreting the law, but Core Tech agrees at least that the Legislature and executive branch have spoken definitively.

The Guam Legislature and executive branch definitively spoke definitively when they directed the Director of Land Management to transfer excess federal lands acquired by the Government to the original landowners and their heirs. P.L. 22-145 (Guam Excess Lands Act). They spoke definitively when they directed the release of 3,200 acres of returned federal land to original landowners, and where such land was under public use, to make good faith efforts to derive a means of compensation for continued public use of such lands. P.L. 23-23 (An Act to Create the Guam Land Repatriation Commission). They spoke definitively when they concluded the Government was “neither the best nor most responsible guardian of lands” and that returning them to private landowners would be “far more beneficial to the people of Guam as a whole.” P.L. 23-141 (An Act to Develop Land-Use Policy and Plans for Certain Parcels of Excess Federal Properties, Guam Public Law 23-141. And they definitively spoke when they created the GALC mandating its facilitation to return ancestral lands, or provide just compensation, to their owners or heirs. P.L. 25-45 (Guam Ancestral Lands Act).

The return of land not severed out by GWA is exactly what the Legislature and executive branch intended. When the Governor signed Bill No. 1231 into law as P.L. 22-145, he pointed out that the bill failed to provide a "detailed plan for the

public benefit use”. *See* SER at 474-514 (Public Law 22-145). The Governor attached a substitute measure which urged the Legislature to enact which would have identified and exempted specific public use easements from return. *Id.* But the Legislature did not enact the Governor’s substitute version of the bill. Instead, the Legislature’s stated intent was that it recognized the government was unable to fully survey, manage, plan, and develop the property and conclude a better public use was to return all land deeded to it by the U.S. to the origin owners. *Id.* at 487-489.

* * *

GWA does not have superior title. The “Plant Property” is not described within the 1997 Deed. ER at 329–69 (1997 Deed). In reading the whole instrument, it is clear the intent was that GWA’s title would only vest in certain portions of properties on the condition precedent that GWA sever out those portions by real estate requirements survey maps within five years. Even if these surveys were a condition subsequent, the plain language created an automatic forfeiture. GWA did not complete the real estate requirements survey before the automatic forfeiture. Finally, no legislative approval was required for an automatic forfeiture by operations of law.

IV. GWA’s Quiet Title Claim Is Barred by *Res Judicata* and the Statute of Limitations.

A. *Res Judicata* Estops GWA from Litigating Ownership of the Plant Property.

Res judicata embraces two doctrines: claim preclusion and issue preclusion. *Reyes v. First Net Ins. Co.*, 2009 Guam 17 ¶ 2. This case implicates claim preclusion, which is “where a rendered judgment is the full measure of relief accorded between the same parties for the same claim.” *In re San Nicolas*, 2022 Guam 8 ¶ 28. The elements are: “(1) a final judgment on the merits in an earlier suit, (2) an identity of the causes of action in both the earlier and later suit, and (3) an identity of the parties or their privies in the two suits.” *Id.* ¶ 26 (citation omitted). These elements apply to the Government’s 2009 Quiet Title Action and this case.

The July 29, 2010 Decision and Order dismissing the Government’s claims without leave to amend with respect to Lot AL-002 is a final judgment on the merits for purposes of *res judicata*.¹¹ See *Gov’t of Guam v. Torres*, Superior Court Case No. CV1124-09 (Dec. & Order, Jul. 29, 2010). See *Marin v. HEW, Health Care Financing Agency*, 769 F.2d 590, 593 (9th Cir. 1985) (denial of motion to amend was final judgment on the merits and barred plaintiff’s claims); *The Save the Peaks*

¹¹ The case was ultimately dismissed with prejudice on appeal. *Gov’t of Guam v. Gutierrez ex rel. Torres*, CVA16-002 (Guam Super. Ct. July 14, 2020) (Judgment, July 14, 2020). See *Presto v. Lizama*, 2012 Guam 24 ¶ 23 (a judgment is final when it has been finally determined on appeal).

Coal. v. U.S. Forest Serv., 2010 WL 4961417, at * 12 (D. Ariz. Dec. 1, 2010) (holding denial of motion for leave to amend a complaint to add claims is final judgment on the merits of the claim because *res judicia* bars not only all claims actually litigated, but claims that could have been asserted in prior actions). *See also Prof. Mgmt. Assoc. v. KPMG LLP*, 345 F.3d 1030, 1032 (8th Cir. 2003); *King v. Hoover Group, Inc.*, 958 F.2d 219, 222-23 (8th Cir. 1992). *See also, Reyes*, 2009 Guam 17 at ¶¶ 21-25 (dismissal for failure to prosecute operates as final judgment on merits for purposes of *res judicata*).

The cause of action in the past suit and this suit are identical. “The central criterion in determining whether there is an identity of claims between the first and second adjudications is ‘whether the two suits arise out of the same transactional nucleus of facts.’ ” *Matter of Registration of Title to Estate No. 2959*, 2023 Guam 6 ¶ 19 (internal citations and quotations omitted). The same transactional nucleus of facts gave rise to whether the Government had superior title to the property. In the 2009 action, the court found Yoon had superior title as a bona fide purchaser. While that case did not explain how the Plant Property was a part of Lot AL-002, this does not prevent that case from applying to this one. *See Matter of Registration of Title to estate No. 2959*, 2023 Guam at ¶ 21. The Plant Property consists of land within the current boundaries of Lot AL-002. And the Superior Court found the private owner of Lot AL-002 had superior title to a claim by the Government.

The bases for the Government—and GWA as its alleged successor in interest—challenge is the same now.¹² Except now, Appellants attempt to provide extrinsic evidence of circumstances surrounding the transfers. This could have been presented with due diligence in the previous case. Therefore, none of this is sufficient to prevent *res judicata* from applying now. *See Matter of Registration of Title to Estate No. 2959, 2023 Guam* at ¶ 22 (“*res judicata* applies even where new claims are based on newly discovered evidence, unless the evidence was either fraudulently concealed or it could not have been discovered with due diligence.”)(internal citations and quotations omitted).

Finally, GWA is in privity with the Government, the party in the 2009 case. “Privity ... is established when a party's interests are fully congruent with a party to the judgment, having an identity of interest that the party to the judgment represented the same legal right, or a mutual or successive relationship to the same right of property.” *Matter of Registration of Title to Estate No. 2959, 2023 Guam* at ¶ 24.

¹² The Government even disclosed the relationship between the 2009 case to this case. Gov’t Pet. ¶ 13 (“The Government is contesting the legality of said GALC award of 2006 and the legitimacy of the Estate’s title to AL-002-1 and AL002-2 in Superior Court CV11249-09...[but] is not therein contesting the Estate’s title to Lot AL-002.”). Yet the Government is here again challenging the October 17, 2006 deed. *See* Gov’t Pet. ¶ 11 (“On or about October 17, 2006, the GALC *purportedly* awarded...Lot AL-002..)(emphasis added).

Since all the elements of claim preclusion are met, the Quiet Title Action has a preclusive effect on this case. The past quiet title action showed the bona fide purchaser Yoon had superior title than the Government to the land in question, and there is no reason to disturb that finding. GWA, in privity with the Government, is barred by *res judicata* from claiming an interest adverse to Core Tech, in privity with Yoon.

B. The Statute of Limitations Bars GWA's Claim.

Statutes of limitations for quiet title actions are strictly construed to favor clarity of title, not slumbering on claims. *See Taitano v. Calvo Fin. Corp.*, 2008 Guam at ¶ 55. Title 7 GCA §§ 11201-11202 are both applicable here because GWA claims from a grant by the Government. These statutes are adopted from California Civil Code §§ 315-316 respectively, so California case law interpreting those sections is persuasive authority. *See People v. Castro*, 2016 Guam 16, n.3. *See also People v. Hall*, 2004 Guam 12 ¶ 18.

Under 7 GCA § 11202 (Source: CC § 316), if the right of the people to commence an action is barred at the time a grant is made, the right of its grantee is barred. *See Wilhoit v. Tubbs*, 23 P. 386 (Cal. 1890). Title 7 GCA § 11201 (Source: CCP § 315) bars quiet title actions by the government unless the cause of action accrued within ten years. *See People v. Ctr.*, 6 P. 481, 488 (Cal. 1885). *See People v. Banning Co.*, 140 P. 587 (Cal. 1914) (finding CCP § 315 applies to actions by

the Government to quiet title). *See also People v. Kings Cnty. Dev. Co.*, 171 P. 102, 104 (Cal. 1918) ("The words 'right or title' in this passage are to be construed to mean 'cause of action.'") (citing *Banning Co.*, 140 P. at 587)).

Where the gravamen of a quiet title claim against a defendant is based on an allegedly void conveyance in the defendant's chain of title, the cause of action accrues at the time of the conveyance being attacked. In *People v. Kings City. Dev. Co.*, the State sought to quiet title to land originally conveyed through a land patent to Defendants' predecessor in interest. 177 Cal. at 531 (applying CCP § 315). On appeal, the court determined there was no doubt the action was barred by CCP § 315 because the State's cause of action accrued upon the issuance of the patent that was being attacked in the Defendants' chain of title-the 1906 patent originally from the State to Johnson-not the 1907 deed from Johnson to the Defendants had acquired for the land in 1907. *Id.* at 534-36.

In *S. Shore Land Co. v. Petersen*, the court likewise found that the statute of limitations begins upon the date of the instrument that is being attacked. 41 Cal. Rptr. 277 (Cal. Ct. App. 1964). South Shore's claim was from deeds from the sale of property by the State. *Id.* South Shore had a complete and unbroken chain of title, starting from 1871 from the State's commission board to the purchasers, then a chain of later deeds leading to South Shore. *Id.* The Defendants' claim to the property was from a patent issued by the U.S., which was approved by a

commission after review of the Defendants' predecessor in interest's original grant from a foreign sovereignty that pre-dated California. *Id.* The court found that the Defendants' claim was barred under CCP §§ 315 Defendants attacked the validity of the original 1871 deeds from which South Shore's interests derived, challenging the State's authority to sell the property, so the court determined that action to attack those deeds or to claim the property for the State would be barred by the statute of limitations under CCP §315. *Id.* (citations omitted).

GWA's quiet title claim is barred because the same cause of action is barred by the Government. The gravamen of GWA's claim is the Government's transfer to the GALC and the GALC's transfer to the Torres Estate. GWA's cause of action would be allowed only if the Government could have sued under the same cause of action. The Government's cause of action to challenge these transfers accrued no later than ten years after the grant challenged. *See Kings Cnty. Dev. Co.*, 171 P. at 105. *See also S. Shore Land Co.*, 41 Cal. Rptr. 277. Indeed, the Government did pursue this cause of action. It would be an absurd result if GWA could revive this same cause of action, where the Government would be barred.

It does not matter that Core Tech did not acquire title until 2015; the gravamen of GWA's petition is the same chain of title attacked in the Government 2009 quiet title suit. GWA was required to timely attack these grants just as the Government had, rather than slumber on its cause of action.

Thousands of acres of ancestral lands are in limbo. Appellants' arguments pit the Government and public utilities against the very people they were created to serve—the people of Guam. Appellants cannot be allowed to use their delay, mistakes, and gamesmanship to deprive the people from their constitutional rights to just compensation. Return or just compensation for public use was mandated, reiterated, and carefully planned for by the Legislature and executive branch. They simply failed to properly execute on these plans. If the statute of limitations does not apply, the equitable doctrine of laches must. GWA sat in silence for over twenty years. The rule of law must be protected, and the rights of all ancestral landowners, their heirs, and those who succeed them must be preserved.

CONCLUSION

For the foregoing reasons, Core Tech respectfully requests that this Court affirm the Superior Court's August 14, 2023, and April 16, 2024, Decisions and Orders, and confirm that Core Tech holds a valid and indefeasible title to the Plant Property. Core Tech further requests that the matter be remanded for proceedings to resolve Core Tech's claims for just compensation.

Respectfully submitted this 27th day of June 2025.

WILLIAMS LAW FIRM
Attorney for Plaintiff-Appellant

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VANESSA L. WILLIAMS

**GRAP 16(A)(7)(B) CERTIFICATE OF COMPLIANCE WITH TYPE-
VOLUME LIMITATION**

This brief complies with the type volume limitation of Rule 16(a)(7)(B) because this brief contains 13,934 words excluding the parts of the brief otherwise exempted from Rule 16(a)(7)(B)(iii).

STATEMENT OF RELATED CASES

There are no related cases which involve the same interested parties, record, and the same or closely related issues and record.

Dated: June 27, 2025

WILLIAMS LAW FIRM
Attorney for Plaintiff-Appellant

A handwritten signature in black ink, appearing to read 'V. Williams', is written over a horizontal line.

VANESSA L. WILLIAMS

CERTIFICATE OF SERVICE

I, Vanessa L. Williams, Esq., do hereby certify that on June 27, 2025, I caused to have a true and correct copy of APPELLEE CORE TECH INTERNATIONAL CORPORATION'S OPENING BRIEF to be served by electronic mail and Supreme Court of Guam E-Filing system upon the following parties and attorneys of record:

**SUPERIOR COURT OF GUAM
HONORABLE ELYZE M. IRIARTE**

Guam Judicial Center
120 West O'Brien Drive
Hagåtña, Guam 96910
Email: amendoza@guamcourts.gov

**ATTORNEYS FOR APPELLANT-PLAINTIFF-COUNTERCLAIM
DEFENDANT
GOVERNMENT OF GUAM**

Thomas P. Keeler, Esq.
Stephen M. Durden, Esq.
Assistant Attorney General
OFFICE OF THE ATTORNEY GENERAL OF GUAM
DOUGLAS B. MOYLAN
ATTORNEY GENERAL OF GUAM
134 W. Soledad Avenue
4th Floor, Suite 412
Hagåtña, Guam 96910
Email: tkeeler@oagugam.org; sdurden@oagugam.org

**ATTORNEYS FOR APPELLANT-PLAINTIFF-COUNTERCLAIM
DEFENDANT
GUAM WATERWORKS AUTHORITY**

Theresa G. Rojas, Esq.
Legal Counsel
GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Building
688 Route 15
Mangilao, Guam 96913
Email: tgrojas@guamwaterworks.org

Rodney J. Jacob, Esq.
Genevieve P. Rapadas, Esq.
E. Christian Calvo, Esq.
CALVO JACOB & PANGELINAN LLP
Attorneys at Law
259 Martyr Street, Suite 100
Hagåtña, Guam 96910
Email: rjacob@calvojacob.com

Vincent Edward Leon Guerrero, Esq.
LAW OFFICE OF VINCENT EDWARD LEON GUERRERO
P.O. Box 12457
Tamuning, Guam 96931
Email: rjacob@calvojacob.com

**ATTORNEYS FOR INTERESTED PARTY
UNITED STATES OF AMERICA**

Mikel W. Schwab
Assistant U.S. Attorney
District of Guam and the NMI
Sirena Plaza, Suite 500
108 Hernan Cortez Avenue
Hagåtña, Guam 96910
Email: mikel.schwab@usdoj.gov

**ATTORNEYS FOR AMICUS CURIAE
PUBLIC UTILITIES COMMISSION OF GUAM**

Frederick J. Horecky, Esq.
LAW OFFICE OF FREDERICK J. HORECKY
643 Chalan San Antonio, Suite 102B
Tamuning, Guam 96913
Email: horeckylaw@teleguam.net

**ATTORNEYS FOR AMICUS CURIAE
THE HONORABLE LOURDES A. LEON GUERRERO
GOVERNMENT OF GUAM**

Daniel G. Morris, Esq.
Jeffrey A. Moots, Esq.
OFFICE OF THE GOVERNOR OF GUAM
Ricardo J. Bordallo Governor's Complex
Adelup, Guam 96910
P.O. Box 2950, Hagåtña, Guam 96932
Email: daniel.morris@guam.gov; jeffrey.moots@guam.gov

**ATTORNEYS FOR AMICUS CURIAE
THE CENTER FOR WATER SECURITY AND COOPERATION**

Minakshi V. Hemlani, Esq.
LAW OFFICES OF MINAKSHI V. HEMLANI
P.O. Box 285
Farenholt Avenue, Suite C-312
Tamuning, GU 96931
Email: mvhemlani@mvhlaw.net

Luke Wilson, Esq.
THE CENTER FOR WATER SECURITY AND COOPERATION
1701 W Pennsylvania Ave NW, Suite 6
Washington, DC 20006
Email: lwilson@ourwatersecurity.org

**ATTORNEYS OF AMICUS CURIAE
38TH GUAM LEGISLATURE**

PETER C. PEREZ, ESQ.
LAW OFFICE OF PETER C. PEREZ
Suite 802, DNA Building
238 Archbishop Flores Street
Hagatna, GU 96910
Email: pcperez@perezlawguam.com

Darleen E. Hiton, Esq.
LAW OFFICES OF PHILLIPS & BORDALLO, P.C.
410 W. O'Brien Dr., Ste. 10
Hagåtña, GU, 96910
Email: legislativecounsel@guamlegislature.org; dhiton@gmail.com

Dated: June 27, 2025

WILLIAMS LAW FIRM
Attorney for Plaintiff-Appellant



VANESSA L. WILLIAMS