Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

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November 16, 2026

Maga'Ha Lourdes A. Leon Guerrero
Governor of Guam
Ricardo J. Bordallo Complex
513 West Marine Corps Drive
Hagatna, Guam 96910

SUBJECT: COMMERCIAL LEASE AGREEMENT-GUAM MOTORSPORTS ASSOCIATION

Buenas yan Hafa Adai Maga'Haga Leon Guerrero!

On August 27, 2026, during the regularly scheduled board meeting of the CHamoru Land Trust Commission (CLTC), the Commissioners approved a commercial Lease Agreement between the CLTC and the Guam Motorsports Association, pursuant to the authority granted under Public Law 37-125.

Attached for your review and approval is the Commercial Lease Agreement.

If you should have any questions or concerns, please do not hesitate to contact me at (671)300-3296

Senseramente,

Angela M. Camacho
Acting Administrative Director

Cc: Earl J. Garrido, Chairman

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lt. Governor of Guam

Commission Members

Earl J. Garrido
Acting Chairperson

Joseph F. Artero-Cameron
Commissioner

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Vacant
Commissioner

Joseph B. Cruz Jr.
Acting Administrative Director

2026-26772
OFFICE OF THE GOVERNOR
CENTRAL FILES OFFICE
Rec'd By: Elaine Taylor
Date: 11/14/26 Time: 3:15pm

CHAMORU LAND TRUST COMMISSION
REAL PROPERTY LEASE AGREEMENT

This Real Property Lease Agreement ("Agreement") is made on **September 25, 2026** between the **CHamoru Land Trust Commission ("CLTC" or "Lessor")**, an agency of the Government of Guam, and the **Guam Motorsports Association ("Lessee")**, a Guam nonprofit corporation. Together, they are referred to as the "Parties."

RECITALS

The Parties agree to this Lease based on the following:

A. CLTC owns **Lot No. 7161-R1, Yigo, Guam** ("Premises") through an Administrative Transfer of Jurisdiction dated January 19, 1994, recorded with the Guam Department of Land Management under Document No. 503740, and under Chapter 75, Title 21 of the Guam Code Annotated.

B. Guam Motorsports Association is a nonprofit organization that promotes and operates motorsports and related recreational activities, including but not limited to drag racing, off-road racing, motorcycle racing, road racing, kart racing, drifting, autocross, mud bogging, cycling events, car shows, spectator events, and similar activities.

C. CLTC wishes to lease the Premises to Lessee under the terms and conditions of this non-commercial lease Agreement.

Therefore, the Parties agree as follows:

ARTICLE I

For purposes of this Agreement, the following terms shall have the meanings set forth below unless the context clearly requires otherwise.

1.1 Agreement. "Agreement" means this Real Property Lease Agreement, together with all exhibits, attachments, amendments, and documents incorporated by reference.

1.2 Applicable Laws. "Applicable Laws" means all federal laws, Guam laws, statutes, regulations, ordinances, executive orders, administrative rules, building codes, fire codes, environmental laws, zoning requirements, permit conditions, and lawful orders of any

Governmental Authority having jurisdiction over the Premises or the activities conducted thereon, as amended from time to time.

1.3 Baseline Survey. "Baseline Survey" means the survey or map of the Premises jointly reviewed and updated by the Parties pursuant to Article 2.6. The Baseline Survey establishes the physical condition of the Premises at the beginning of the Lease and serves as the reference for determining the condition of the Premises at the expiration or termination of this Agreement.

1.4 Business Day. "Business Day" means any day other than a Saturday, Sunday, or legal holiday observed by the Government of Guam.

1.5 Commission. "Commission" means the CHamoru Land Trust Commission acting through its members at a duly noticed meeting in accordance with applicable Guam law.

1.6 CLTC or Lessor. "CLTC" or "Lessor" means the CHamoru Land Trust Commission, an agency of the Government of Guam, together with its lawful successors and permitted assigns.

1.7 Effective Date. "Effective Date" means the date on which the Lessor executes this Agreement.

1.8 Emergency Repair. "Emergency Repair" means work that must be performed immediately to protect life, health, public safety, the environment, or the Premises from imminent damage or to restore essential operations after an unexpected failure or hazardous condition. Emergency Repairs do not include planned capital improvements, facility expansions, or elective maintenance.

1.9 Environmentally Sensitive Areas. "Environmentally Sensitive Areas" means those portions of the Premises identified in Exhibit 1 as protected environmental areas that may not be disturbed except with the Lessor's prior written approval.

1.10 Event of Default. "Event of Default" means any material failure by a Party to perform an obligation under this Agreement after expiration of the applicable notice and cure period provided in this Agreement.

1.11 Force Majeure. "Force Majeure" means an event beyond the reasonable control of the affected Party that prevents or materially delays performance under this Agreement, including acts of God, typhoons, hurricanes, floods, earthquakes, fires, epidemics, pandemics, war, terrorism, civil unrest, government-ordered closures, labor disputes not caused by the affected Party, or other similar events beyond the affected Party's reasonable control. Force Majeure does not include financial hardship, increased operating costs, lack of funding, inability to obtain financing, or events that could reasonably have been avoided through ordinary diligence.

1.12 Governmental Authority. "Governmental Authority" means any federal, Guam, or local governmental agency, department, commission, board, authority, court, or public entity having jurisdiction over the Premises or the activities conducted thereon.

1.13 Hazardous Substance. "Hazardous Substance" means any hazardous, toxic, infectious, radioactive, corrosive, ignitable, reactive, or otherwise regulated material or waste as defined by Applicable Laws, including petroleum products, asbestos, polychlorinated biphenyls (PCBs), hazardous waste, hazardous materials, and any substance regulated by environmental laws.

1.14 Improvements. "Improvements" means all buildings, roads, utilities, drainage systems, fences, lighting systems, grandstands, paved surfaces, race tracks, foundations, landscaping, and other physical improvements constructed on or permanently attached to the Premises.

1.15 Lease Year. "Lease Year" means each consecutive twelve (12) month period beginning on the Effective Date and each anniversary thereof.

1.16 Lessee. "Lessee" means the Guam Motorsports Association, a Guam nonprofit corporation, together with any successor approved by the Lessor as provided in this Agreement.

1.17 Long-Term Sublease. "Long-Term Sublease" means any sublease, license, concession, occupancy agreement, or similar arrangement granting possession or use of all or part of the Premises for a period exceeding thirty (30) consecutive days.

1.18 Material Default. "Material Default" means a default that substantially impairs a Party's rights or materially affects performance under this Agreement, including failure to pay rent, maintain required insurance, comply with Applicable Laws, protect Environmentally Sensitive Areas, maintain the Premises, or perform any other significant obligation under this Agreement.

1.19 Motorsports Activities. "Motorsports Activities" means drag racing, road racing, autocross, drifting, kart racing, motorcycle racing, motocross, off-road racing, mud bogging, cycling events, driver training, vehicle testing, exhibitions, car shows, spectator events, recreational activities, educational programs, community events, and other lawful activities reasonably related to the operation of a motorsports and recreational facility.

1.20 Notice. "Notice" means any written communication delivered in the manner required by Article 11.4 of this Agreement.

1.21 Operational Area. "Operational Area" means any portion of the Premises used for active racing, staging, pit operations, paddocks, emergency response, vehicle testing, equipment storage, construction, maintenance activities, or any other area where unrestricted public access would create a safety hazard or interfere with authorized operations.

1.22 Participation Rent. "Participation Rent" means any percentage rent, revenue sharing, or other compensation payable to the Lessor from approved Long-Term Subleases, if expressly required by the Lessor and agreed upon by the Parties in writing before approval of the applicable Long-Term Sublease.

1.23 Permanent Improvements. "Permanent Improvements" means buildings, structures, foundations, utilities, roads, drainage systems, retaining walls, bridges, and other improvements permanently affixed to the Premises that cannot reasonably be removed without material damage to the land or the improvement.

Permanent Improvements do not include Personal Property.

1.24 Personal Property. "Personal Property" means all movable property owned or leased by the Lessee, including vehicles, trailers, portable buildings, shipping containers not permanently affixed to the land, timing equipment, computers, tools, maintenance equipment, movable bleachers, tents, portable fencing, signs, machinery, office equipment, and similar items that can be removed without material damage to the Premises.

1.25 Premises. "Premises" means Lot No. 7161-R1, Yigo, Guam, consisting of approximately 252 acres, together with all easements, rights, and appurtenances described in Exhibit 1.

1.26 Preexisting Conditions. "Preexisting Conditions" means physical, structural, environmental, or other conditions existing on the Premises before Lessee takes possession that are identified during the joint inspection required by Article 2 and acknowledged in writing by the Lessor.

1.27 Reasonable Advance Notice. "Reasonable Advance Notice" means notice of a party's intended actions will be provided to the other party, in writing, at least 24 hours before the action commences.

1.28 Reasonable Wear and Tear. "Reasonable Wear and Tear" means the natural deterioration of the Premises resulting from ordinary and lawful use over time, excluding damage caused by negligence, misuse, failure to maintain, unlawful conduct, or casualty that could have been prevented through reasonable maintenance.

1.29 Short-Term Sublease. "Short-Term Sublease" means any sublease, license, concession, occupancy agreement, or similar arrangement granting possession or use of all or part of the Premises for thirty (30) consecutive days or less.

1.30 Term. "Term" means the initial twenty (20) year lease period established by this Agreement together with any duly approved renewal period.

1.31 Written Approval. "Written Approval" means approval signed by the Lessor or another person expressly authorized by the Lessor to grant approval under this Agreement. Where this Agreement specifically requires approval by the Commission, approval by CLTC staff alone shall not satisfy this requirement.

1.32 Rules of Interpretation. Unless the context requires otherwise: (a) words in the singular include the plural and vice versa; (b) references to one gender include all genders; (c) headings are for convenience only and do not affect interpretation; (d) references to Sections and Exhibits are references to this Agreement unless otherwise stated; (e) the words "including" and "includes" mean "including without limitation"; and (f) this Agreement shall not be interpreted for or against either Party because that Party or its counsel drafted any portion of it.

ARTICLE 2

2.1 Premises. CLTC leases to Lessee, and Lessee leases from CLTC, Lot No. 7161-R1, Yigo, Guam, consisting of approximately 252 acres, as shown in Exhibit 1. The lease includes the entire property, subject to existing easements, reservations, and recorded restrictions; and all applicable laws.

2.2 Environmentally Sensitive Areas. Exhibit 1 identifies certain portions of the Premises as Environmentally Sensitive Areas. Lessee, its employees, contractors, guests, invitees, sublessees, and agents may not enter, disturb, develop, or use these areas unless CLTC gives prior written approval for inspection or maintenance.

2.3 Condition of the Property. Lessee accepts the Premises "AS IS" as of the Effective Date. By taking possession or using any part of the Premises, Lessee confirms that the

property is acceptable for its intended use. CLTC makes no warranties or guarantees regarding the condition of the Premises; is not required to repair, improve, or prepare the property before Lessee occupies it.

2.4 Security. Lessee understands the Premises are not a secured facility. Lessee is solely responsible for protecting its own property and the property of its employees, contractors, guests, invitees, agents, and sublessees. CLTC is not responsible for theft, vandalism, damage, or loss of property located on the Premises.

2.5 Inspection and Preexisting Conditions. Within 30 days after the Effective Date, CLTC and Lessee shall jointly inspect the Premises. During that inspection, Lessee shall identify in writing any existing conditions that existed before Lessee took possession and Lessee does not intend to repair or correct. These conditions are called Preexisting Conditions. Lessee is not responsible for correcting properly identified Preexisting Conditions. CLTC may decide, in its sole discretion, whether any Preexisting Condition will be repaired or addressed.

2.6 Baseline Survey. Within 30 days after the Effective Date, Lessee shall provide CLTC with any existing survey or topographic map of the Premises in its possession. During the joint inspection, the Parties shall update the survey to reflect the actual condition of the property. The updated survey will become the Baseline Survey, which will be used to determine the condition of the property at the end of the Lease.

ARTICLE 3

3.1 Lease Term. This Lease begins on the Effective Date, which is the date CLTC signs this Agreement. The Lease continues for twenty (20) years, unless it ends earlier under this Agreement.

3.2 Lease Renewal. Beginning two years before the Lease expires, but no later than one year before expiration, Lessee may request a renewal. If Lessee is not in material default when the request is made, Lessee has the right to renew the Lease for one additional twenty (20) year term, subject to Guam law in effect at that time; and terms substantially similar to this Lease. The Rent for any renewal period is subject to negotiation but the minimum annual increase shall reflect the annual rate of inflation existent on Guam for the preceding 12 months. CLTC agrees to review and respond to the renewal request within a reasonable time.

3.3 End of Lease. When this Lease ends, Lessee shall return possession of the Premises to CLTC. Except for normal wear and tear, the property shall be returned in substantially the same condition shown on the Baseline Survey, unless CLTC approves changes in writing. Permanent improvements that cannot reasonably be removed without damaging the property shall remain on the Premises.

3.4 Holding Over After the Lease Ends. Lessee shall vacate the Premises when this Lease expires or ends earlier under this Agreement. If Lessee remains on the Premises after the Lease ends, Lessee shall reimburse CLTC for any damages or losses caused by the delay. If CLTC accepts rent after the Lease has expired, Lessee's occupancy becomes a month-to-month tenancy under the terms of this Lease, except that the monthly rent will increase by 50%.

ARTICLE 4

4.1 Rent. Lessee shall pay rent according to the following schedule:

Lease Period	Monthly Rent
Months 1–6	No Rent
Months 7–12	$1,500
Year 2	$2,500
Year 3	$5,000
Years 4–4.99	$10,000
Years 5–9.99	$10,500
Years 10–14.99	$11,025
Years 15–20	$11,576

Rent is due on the **first day of each month**. Rent is considered late if CLTC does not receive payment by the **10th day** of the month.

4.2 Late Payments. If Lessee fails to pay rent or another monetary obligation, CLTC shall provide written notice. Lessee has 10 days after receiving the notice to pay the amount due. If payment is not made within that period, Lessee is in default. A $500 late fee applies to late rent. The Parties agree this fee is intended to reimburse CLTC for collection costs and is not interest or a finance charge.

4.3 Non-Monetary Defaults. If Lessee violates a non-monetary obligation, CLTC shall provide written notice. Lessee has 30 days to correct the violation; or up to 90 days, if the violation cannot reasonably be corrected within 30 days, provided Lessee begins correcting it during the first 30 days and continues diligently until completed.

4.4 Force Majeure. If a Force Majeure event delays Lessee's ability to cure a default, the applicable cure period shall be extended for the duration of that event.

ARTICLE 5

5.1 Events of Default by Lessee. Time is an essential part of this Agreement. Lessee is in Default if any of the following occurs:

A. Bankruptcy. A court places Lessee into involuntary bankruptcy or approves a bankruptcy reorganization that remains in effect for more than 60 days.

B. Voluntary Bankruptcy. Lessee files for bankruptcy or seeks protection under bankruptcy or insolvency laws.

C. Assignment for Creditors. Lessee assigns its assets for the benefit of creditors or requests the appointment of a receiver.

D. Failure to Pay. Lessee fails to pay rent or any other amount due under this Lease and does not correct the failure within 10 days after receiving written notice.

E. Other Lease Violations. Lessee violates another obligation under this Lease and does not correct it within 30 days after written notice.

If the violation cannot reasonably be corrected within 30 days, Lessee will not be in default

if it begins correcting the violation within the initial 30-day period and continues working diligently until the violation is corrected.

5.2 CLTC's Remedies After Default. If Lessee defaults, CLTC may use any remedy allowed by this Agreement or by Guam law. CLTC may choose one or more of the following remedies.

A. Terminate the Lease. CLTC may terminate this Lease and recover possession of the Premises. CLTC may also recover damages allowed by law, including unpaid rent, future rent as permitted by law, and any other amounts owed under this Agreement, reduced by any rent CLTC reasonably receives from reletting the property where required by law.

B. Recover Possession Without Ending the Lease. CLTC may recover possession of the Premises without terminating the Lease. CLTC may relet all or part of the property on commercially reasonable terms. If the rent received from a new tenant is less than the amount Lessee owes under this Lease, Lessee remains responsible for the difference, along with reasonable costs of reletting, repairs, and leasing commissions to the extent permitted by law. CLTC may bring legal action to recover these amounts as they become due.

C. Appointment of a Receiver. CLTC may ask a court to appoint a receiver if permitted by law.

A receiver may take possession of Lessee's personal property used on the Premises. This action does not constitute an eviction. Lessee shall indemnify CLTC against claims arising from the receiver's lawful actions.

D. Other Legal Remedies. CLTC may pursue any other remedy available under Guam law. Except where prohibited by law, CLTC is not liable for consequential, incidental, indirect, special, exemplary, or punitive damages.

ARTICLE 6

6.1 Default by CLTC. CLTC is in default if it fails to perform a material obligation under this Lease and does not correct the failure within 30 days after receiving written notice from Lessee. The notice must describe the alleged default in reasonable detail; and identify the Lease provision involved. If the default reasonably requires more than 30 days to correct, CLTC is not in default if it begins correcting the problem within the first 30 days and continues diligently until completion. If CLTC defaults, Lessee may perform the obligation itself and deduct its reasonable costs from future rent; and/or pursue any other legal or equitable remedy available under Guam law.

ARTICLE 7

7.1 Alterations and Permanent Improvements. Lessee may build, install, or make Permanent Improvements on the Premises only after receiving prior written approval from CLTC. At least 90 days before starting construction, Lessee shall provide CLTC with a detailed description of the proposed project, drawings, plans, or diagrams, a list of materials, estimated costs, a construction schedule, an impact statement, and the names of all contractors and subcontractors. CLTC staff will review the proposal and make a recommendation to the Commission. Only the Commission may approve Permanent Improvements. CLTC generally meets once each month.

7.2 Emergency Repairs. If emergency repairs are necessary to protect people or property and the work will cost less than $25,000, Lessee may begin the work without prior approval

if CLTC receives written notice within 48 hours after work begins and supporting documentation is provided within 30 days. All other capital improvements must follow the normal approval process.

7.3 Unapproved Improvements. If Lessee makes an alteration without approval, CLTC shall first provide written notice. Lessee will have 30 days to request retroactive approval; or remove the alteration. If approval is denied and Lessee does not remove the alteration within the required time, CLTC may remove it at Lessee's expense.

7.4 Fill Material. Emergency repairs do **not** authorize Lessee to move soil, red dirt, crushed coral, or other fill material onto or off the Premises.

7.5 Removal of Personal Property. When this Lease ends, Lessee shall remove all movable equipment purchased by Lessee including timing equipment, portable structures, tools, machinery, and other personal property. Permanent Improvements approved under this Lease shall remain on the Premises unless CLTC agrees otherwise in writing. Nothing in this Section gives Lessee permanent ownership rights to the land.

7.6 Repairs and Maintenance. Lessee shall maintain all improvements on the Premises, at its own expense, in good condition throughout the Lease. Normal wear and tear are expected and is not considered a violation of this Lease. All buildings, structures, and improvements shall comply with: Guam laws; building codes, safety regulations, and all other applicable government requirements.

7.7 End of Lease Responsibilities. When this Lease expires or terminates, Lessee shall vacate the Premises, stop all operations, remove its personal property, leave the Premises broom clean; and return the Premises in good condition, except for ordinary wear and tear and any approved Permanent Improvements that remain under this Lease. If Lessee fails to perform these obligations, CLTC may complete the work itself. Lessee shall reimburse CLTC for all reasonable costs incurred in performing those obligations. The obligations in this Section survive the expiration or earlier termination of this Lease.

ARTICLE 8

8.1 Use of the Premises. The Premises may be used for the activities authorized by this Lease, including motorsports, recreational activities, and related uses permitted by law.

8.2 Short-Term Subleases. Lessee may sublease portions of the Premises for 30 days or less if: the use is lawful, the use is consistent with safe operation of the Premises, and Lessee provides CLTC with at least 30 days' written notice before entering the sublease. CLTC has 30 days after receiving notice to approve or disapprove the proposed Short-Term Sublease. If CLTC does not respond within those 30 days, the sublease is considered approved. Lessee remains responsible for ensuring that every subtenant complies with this Lease, including requirements relating to insurance, indemnification, environmental protection, safety, and operational standards. If a Government of Guam agency is the subtenant, Lessee shall not charge that agency rent.

8.3 Long-Term Subleases Any proposed sublease lasting more than 30 days requires CLTC's prior written approval before Lessee enters into the sublease. Lessee shall provide CLTC with a copy of the proposed Long-Term sublease for review and approval. CLTC agrees to

schedule a meeting to approve or disapprove a Long-Term Sublease within 90 days of receiving a complete Long-Term Sublease from Lessee. Before CLTC decides whether to approve the proposal, the Parties shall discuss whether CLTC will receive a share of the sublease rent ("participation rent"). If CLTC approves a Long-Term Sublease without requiring participation rent, CLTC waives any later claim to participation rent for that approved sublease.

8.4 Event Schedule. Lessee shall provide CLTC with a projected 12-month schedule of planned events. The schedule shall be updated at least once each calendar quarter.

8.5 Excavation and Earthwork. Lessee shall not quarry rock, extract minerals, or remove natural materials from the Premises. However, Lessee may perform grading, drainage work, site preparation, and earth movement reasonably necessary for approved improvements and routine maintenance.

ARTICLE 9

9.1 Compliance with Laws and Environmental Requirements.

A. At its own expense, Lessee shall comply with all applicable federal, Guam, and local at its own expense, Lessee shall comply with all applicable federal, Guam, and local laws, regulations, codes, executive orders, and governmental requirements affecting the Premises or Lessee's use of the Premises.

B. CLTC does not guarantee that the Premises are free from asbestos, waste or debris, contamination, hazardous materials; or environmental hazards. Lessee accepts that these conditions may exist.

C. CLTC does not guarantee that the Premises are free from asbestos, waste or debris, contamination, hazardous materials; or environmental hazards. Lessee accepts that these conditions may exist.

D. Lessee is responsible for environmental damage caused by Lessee's activities. If Lessee introduces or releases a Hazardous Substance onto the Premises, Lessee shall defend, indemnify, and hold CLTC harmless from any resulting claims, damages, fines, penalties, cleanup costs, attorney's fees, consulting fees, expert fees; and other reasonable expenses. This includes costs for environmental investigations, cleanup, remediation, decontamination; and restoration. These obligations continue even after this Lease ends. However, Lessee is not responsible for contamination that existed before Lessee took possession or contamination caused solely by unrelated third parties.

9.2 Storage and Use of Hazardous Materials. Except for ordinary materials reasonably necessary for Lessee's operations, Lessee shall not bring, store, generate, treat, dispose of, or release Hazardous Substances on the Premises without CLTC's prior written approval. CLTC may approve or deny such requests in its reasonable discretion. Under no circumstances may Lessee install underground or above-ground storage tanks on the Premises unless specifically authorized by law and approved in writing by CLTC.

ARTICLE 10

10.1 Insurance. Before occupying the Premises, Lessee shall obtain and maintain

commercial general liability insurance covering bodily injury, property damage, personal injury, contractual liability; and other coverage reasonably required by this Lease. The policy shall name CLTC as an Additional Insured and provide at least $1,000,000 in combined single-limit coverage for each occurrence, be issued by an insurer licensed to do business in Guam; have a deductible of no more than $10,000; and provide that CLTC receives at least 30 days' written notice before cancellation or non-renewal, when available under the policy. Lessee shall provide CLTC with proof of insurance at least three days before taking possession of the Premises. The insurance maintained by Lessee shall be primary to any insurance maintained by CLTC. The required insurance limits do not limit Lessee's liability under this Lease. Lessee and its insurer waive any right of subrogation against CLTC to the extent allowed by law. Failure to provide acceptable proof of insurance is an Event of Default, subject to the notice and cure provisions of this Lease. CLTC has the authority to determine whether Lessee's proof of insurance satisfies the requirements of this Lease, acting reasonably.

10.2 Force Majeure. Neither Party is in default if its performance is prevented or delayed by events beyond its reasonable control, including typhoons, floods, fires, earthquakes, acts of God, war, epidemics, pandemics, government-ordered closures or similar events beyond the affected Party's reasonable control. The affected Party shall provide prompt written notice of the event. If a qualifying Force Majeure event prevents Lessee from operating the Premises, rent shall be reduced proportionately for the period during which Lessee cannot reasonably use the Premises. For purposes of this Section, performance is considered prevented only when access to or use of the Premises is materially unavailable because of the Force Majeure event.

ARTICLE 11

11.1 Assignment. This Lease is personal to Lessee. Lessee may not assign, transfer, sell, delegate, pledge, or otherwise convey any interest in this Lease without CLTC's prior written consent. Any attempted assignment made without CLTC's written approval is void and has no legal effect.

11.2 Mediation and Waiver of Jury Trial. Before filing a lawsuit, the Parties shall first try to resolve any dispute through good-faith mediation. Any dispute not resolved through mediation shall be resolved in accordance with 5 GCA, Chapter 5, Article 9. A claim for unpaid rent or other financial obligations on the part of Lessee may proceed immediately to Guam Superior Court.

11.3 Right of Entry. CLTC and its authorized representatives may enter the Premises at reasonable times to inspect the property, verify compliance with this Lease, perform work that CLTC is authorized or required to perform; or protect or preserve the Premises. Except in emergencies, CLTC shall provide Reasonable Advance Notice before entering areas under Lessee's control. CLTC shall exercise this right in a manner that reasonably minimizes interference with Lessee's operations.

A. CLTC may allow itself and other lawful users of adjacent CLTC property to travel across the Premises when reasonably necessary. When practical, CLTC shall provide Reasonable Advance Notice before requiring access for the movement of equipment or other authorized purposes. Lessee shall maintain a reasonably navigable access route across the Premises

when required under this Section.

B. During racing events, testing, construction, maintenance, emergency operations, or other activities where unrestricted access would create a safety hazard or materially interfere with operations, Lessee may temporarily restrict access, reroute traffic; or close portions of the Premises. Whenever reasonably practical, Lessee shall provide a safe alternative route.

C. Nothing in this Lease requires Lessee to allow vehicles or pedestrians into areas where access would be unsafe or violate insurance requirements, including active race tracks, staging lanes, pit areas, paddocks, emergency access routes, restricted operational areas, spectator-controlled areas; or other hazardous locations. The Parties recognize that the Premises are intended to operate as a unified motorsports and recreational facility. Both Parties agree to exercise their rights under this Article in a manner that protects public safety, minimizes disruption to Lessee's operations; and allows reasonable access to other authorized users.

11.4 Notices. Any notice required or permitted under this Lease must be in writing. A notice is considered delivered when it is personally delivered, delivered by a recognized courier service, sent by certified or registered mail with return receipt requested, sent by facsimile, if confirmation of transmission is received or sent by email, if the receiving Party acknowledges receipt or the email is not returned as undeliverable. Notices shall be sent to the addresses listed below, or to any updated address provided in writing.

If to CLTC
CHamoru Land Trust Commission
P.O. Box 2950
Hagåtña, Guam 96932
Attention: Administrative Director
Email:
cltc.admin@cltc.guam.gov
Telephone:
(671)300-3296

If to Lessee
Guam Motorsports Association
647 Route 8,
Mongmong, Guam 96910
Attention: Hans Ada
Email:
hjada796@gmail.com
Telephone:
(671)687-9256

Either Party may change its notice information by giving written notice under this Section.

11.5 Attorneys' Fees. If a dispute arises under this Lease, the Prevailing Party is entitled to recover its reasonable attorneys' fees, court costs, and other reasonable litigation expenses. A Prevailing Party is a Party that substantially obtains or successfully defeats the relief sought, whether through judgment settlement, compromise or the other Party's abandonment of its claim or defense. Reasonable attorneys' fees are not limited by any court fee schedule and may include the actual reasonable fees incurred. CLTC may also recover reasonable attorneys' fees and related expenses incurred in preparing and serving notices of default, even if no lawsuit is ultimately filed.

11.6 Governing Law and Amendments. This Lease is governed by the laws of Guam. Any amendment, modification, or waiver of this Lease must be in writing and be signed by both Parties. No oral agreement may modify this Lease.

11.7. Liens. Lessee shall not allow any mechanic's lien, materialman's lien, or similar claim to be filed against the Premises or CLTC's property because of work, labor, services, or materials provided to Lessee. If a lien or notice of intent to file a lien is recorded because of Lessee's actions, Lessee shall promptly remove or discharge the lien as permitted by law; and reimburse and indemnify CLTC for all reasonable costs, expenses, damages, and attorneys' fees resulting from the lien. For purposes of this Section, a recorded Notice of Intent to File a Lien is treated the same as a recorded lien.

11.8. Recording. Lessee may not record this Lease or any memorandum or notice of this Lease in the public land records without CLTC's written approval.

11.9. Indemnification. Except as otherwise provided in this Lease or by law, CLTC and its board members, officers, employees, agents, contractors, affiliates, and representatives ("CLTC Parties") are not responsible for injury, death, property damage, or loss suffered by Lessee or anyone claiming through Lessee because of Lessee's use or occupancy of the Premises. Lessee shall defend, indemnify, and hold harmless the CLTC Parties from any claims, damages, losses, liabilities, costs, or expenses, including reasonable attorneys' fees and professional fees, arising out of Lessee's use or occupancy of the Premises, the acts or omissions of Lessee, the negligence or misconduct of Lessee, the acts or omissions of Lessee's officers, employees, contractors, agents, invitees, guests, sublessees, or anyone acting on Lessee's behalf or any condition created by Lessee on the Premises.

A. If a CLTC Party is named in a lawsuit because of a matter covered by this indemnity, Lessee shall pay the reasonable costs of defending that lawsuit, including reasonable attorneys' fees and other professional fees.

B. This indemnification requirement does not reduce or replace Lessee's obligation to maintain the insurance required under this Lease.

C. The obligations in this Section continue after the Lease ends, but only for claims arising from events that occurred during the Lease term.

11.10 Organizational Documents. Before this Lease begins, Lessee shall provide CLTC with copies of its Articles of Incorporation or other organizational documents, documents showing that Lessee is legally organized and authorized to do business, if applicable; and any permits or registrations required by law. The person signing this Lease for Lessee represents and warrants that they have full legal authority to bind Lessee to this Agreement. CLTC may

rely on that representation.

11.11 Severability. If a court determines that any provision of this Lease is invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent allowed by law. The Parties intend that any invalid provision be enforced as closely as possible to its original purpose.

11.12 Counterparts and Electronic Signatures. This Lease may be signed in multiple counterparts. Each signed counterpart is considered an original, and together they form one Agreement. The Parties may sign this Lease electronically, and electronic signatures shall have the same legal effect as original handwritten signatures, to the extent permitted by applicable law.

11.13. Entire Agreement. This Lease, together with all exhibits and documents incorporated by reference, is the complete agreement between the Parties concerning the Premises. It replaces all prior discussions, negotiations, understandings, and agreements relating to this Lease. No amendment, modification, or waiver is effective unless it is in writing; and signed by both Parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

CHamorru Land Trust Commission

By: EARL J. GARRIDO
Its: Chairman

Date: 9-25-20

Guam Motorsports Association

By: HANS ADA
Its: President

Date: 9/25/26

GOVERNOR OF GUAM

By: JOSHUA F. TENORIO
Acting Governor of Guam

Date: 11/19/26

OFFICE OF THE ATTORNEY GENERAL OF GUAM

By: DOUGLAS B.K. MOYLAN
Attorney General of Guam

Date: 11/16/26

ACKNOWLEDGEMENTS

GUAM, U.S.A.)
)ss:
CITY OF HAGATNA)

ON THIS 25TH day of SEPTEMBER, 2026, before me a notary public in and for GUAM, personally appeared **EARL J. GARRIDO** known or identified to me to be the **CHAIRPERSON OF CHAMORU LAND TRUST COMMISISON**, whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same on behalf of said entity, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the Day and year first above written.

(Official Signature and seal of Notary)

ALVIN SANTOS BANU
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: FEB. 09, 2030
Commission Number NP: 26-0963P
118 Trankilo Ct. Dededo, GU 96929

GUAM, U.S.A.)
)ss:
CITY OF HAGATNA)

ON THIS 25TH day of SEPTEMBER, 2026, before me a notary public in and for GUAM, personally appeared **HANS ADA** known or identified to me to be the **PRESIDENT OF GUAM MOTORSPORTS ASSOCIATION**, whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same on behalf of said entity, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the Day and year first above written.

(Official Signature and seal of Notary)

ALVIN SANTOS BANU
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: FEB. 09, 2030
Commission Number NP: 26-0963P
118 Trankilo Ct. Dededo, GU 96929

GUAM, U.S.A.)
)ss:
CITY OF HAGATNA)

ON THIS ___ day of _____, 2026, before me a notary public in and for GUAM, personally appeared **LOURDES A. LEON GUERRERO** known or identified to me to be the **GOVERNOR OF GUAM**, whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same on behalf of said entity, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the Day and year first above written.

_____
(Official Signature and seal of Notary)

GUAM, U.S.A.)
)ss:
CITY OF HAGATNA)

ON THIS 16th day of November, 2026, before me a notary public in and for GUAM, personally appeared **DOUGLAS B.K. MOYLAN** known or identified to me to be the **ATTORNEY GENERAL OF GUAM**, whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same on behalf of said entity, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the Day and year first above written.

_____
(Official Signature and seal of Notary)

MARIA CINDERELLA HERNANDEZ * NOTARY PUBLIC * IN AND FOR THE TERRITORY OF GUAM, U.S.A.

MARIA CINDERELLA HERNANDEZ
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: JUNE 18, 2030
Commission Number NP: 26-1002G
P.O. Box 10334 Tamuning, Guam 96931

GUAM, U.S.A.)
)ss:
CITY OF HAGATNA)

ON THIS 19th day of NOVEMBER, 2026, before me a notary public in and for GUAM, personally appeared JOSHUA F. TENORIO known or identified to me to be the ACTING GOVERNOR OF GUAM, whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same on behalf of said entity, in such capacity, being fully authorized to do so, and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the Day and year first above written.

(Official Signature and seal of Notary)

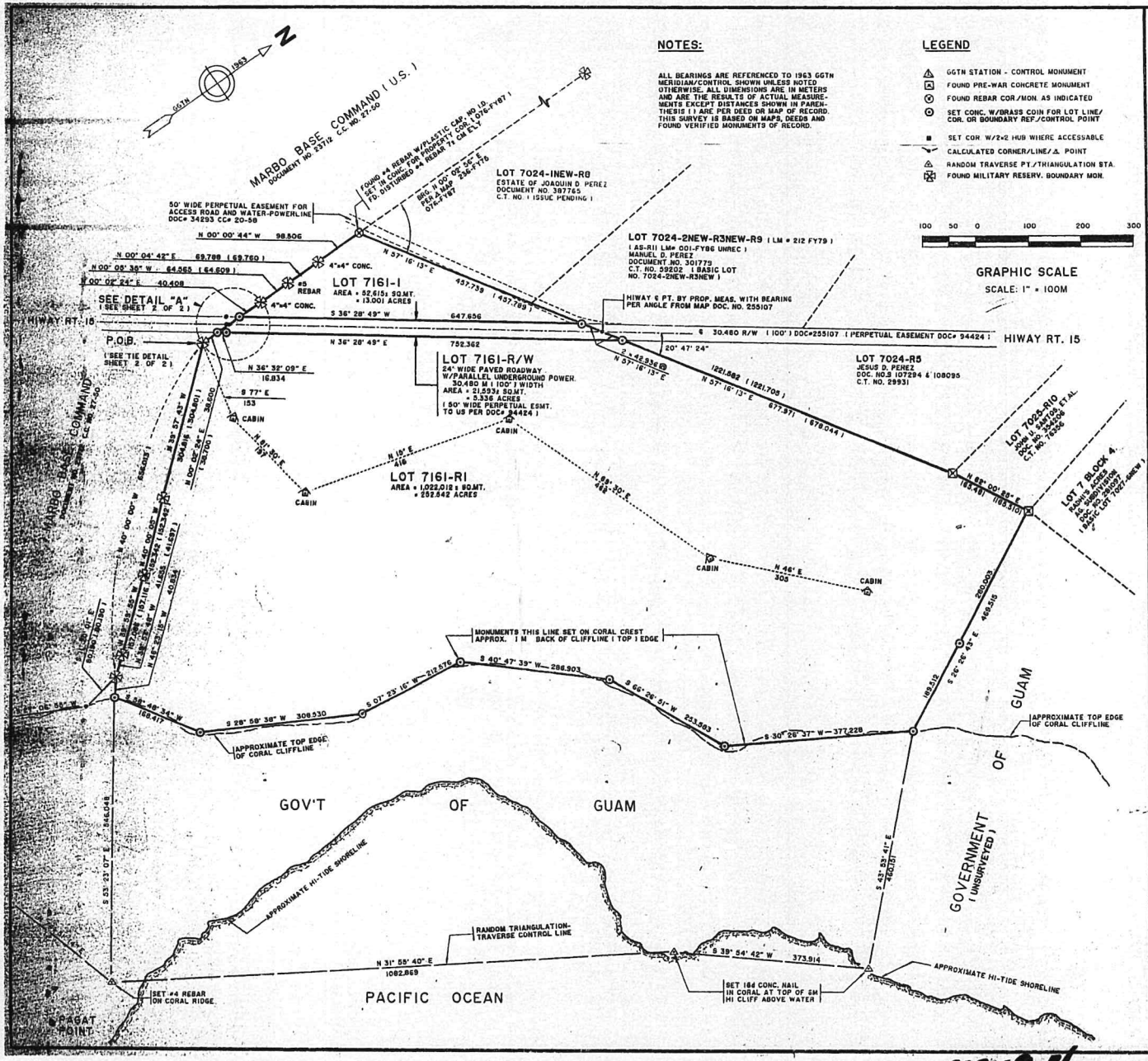
ALVIN SANTOS BANU
NOTARY PUBLIC
In and for the Territory of Guam, U.S.A.
My Commission Expires: FEB. 09, 2030
Commission Number NP: 26-0963P
118 Trankilo Ct. Dededo, GU 96929

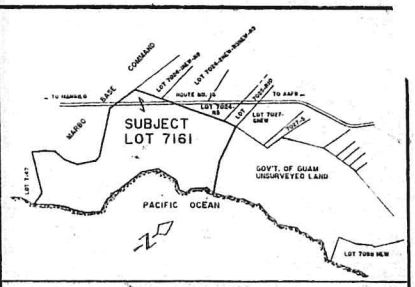
EXHIBIT 1
LEASED PREMISES

(Map of Lot 7161-R1, Yigo Guam)

395866

5958 1/2 5958





VICINITY MAP
NOT TO SCALE

REFERENCES:

1. LM= 206-FY71 BY JUAN MESA, LS#20, DOC#107294
2. LM= 320-FY73 BY GREG. TORRES, LS#27, DOC#226366
3. LM= 236-FY75 BY K.A.LOCKERILL, LS#45, DOC#255107
4. LM= 347-FY77 BY ROBERT BEAM, LS#24, DOC#281087
5. LM= 043-FY78 BY GOVT. OF GUAM LAND MGMT., DOC#302607
6. LM= 212-FY79 BY V.C. SIAN,JR, LS#23, DOC#301779
7. LM= 076-FY87 BY F.L.G. CASTRO, LS#19, DOC#387765
8. US NAV FAC DRWG#1268581 W/REF'S FOR MARBO BASE COMMAND BOUNDARIES, DATED JANUARY 1970
9. US NAVY APWO DRWG.#11419, REAL ESTATE REQUIREMENTS, DATED APRIL 1956, DOC#94424
10. US NAVY MARIANAS AREA DRWG.#10386, ROUTE 15 REAL ESTATE REQUIREMENTS, JUNE 1956 REVISION, REF. DOC#94424

CERTIFICATE OF SURVEYOR:

I, AMOS E. COFFELT, HEREBY CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT IT IS BASED ON A FIELD SURVEY MADE ON/IN JUNE-AUGUST 1987 IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, AND THAT MONUMENTS AND LOT CORNERS HAVE BEEN SET AS SHOWN HEREON.

AMOS E. COFFELT, RLS NO. 66 — 12-16-1987 DATE

REGISTERED LAND SURVEYOR CERTIFICATE NO. 66 TERRITORY OF GUAM

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH THE REQUIREMENTS OF CHAPTER 9, TITLE 14, GOV'T. CODE OF GUAM, AND REGULATIONS THEREUNDER.

TERRITORIAL SURVEYOR — 1-21-88 DATE

APPROVAL PURSUANT TO PUBLIC LAW 6-136, TITLE 19, GOV'T OF GUAM CODE

TERRITORIAL PLANNER — 12/29/87 DATE

APPROVED:

DIRECTOR OF LAND MANAGEMENT (ACTING) — 2/25/88 DATE

REVISION	DESCRIPTION	BY	APPROVED DATE

PARCEL SURVEY MAP OF LOT 7161 FOR LAND REGISTRATION
MUNICIPALITY OF YIGO

L.S. 15, SEC. 1 & 4 AND L.S. 16, SEC. 2 & 3 (USGS DEDEDO QUAD.)

SURVEY DATA		DATE	BASIC LOT DATA	
FIELD	A.E.C	6-16-87	BASIC LOT NO.	7161
BOOK NO.		PIE 87-1	CERTIFICATE NO.	NONE
COMPUTED BY:	N.S.R	7-22-87	REGISTERED ON:	UNREGISTERED
DRAWN BY:	N.S.R		IN THE NAME OF:	
RESEARCHED BY:	A.E.C	JUN-NOV 87	GOVERNMENT OF GUAM	
CHECKED BY:	A.E.C	12-15-87		

PREPARED FOR, SATISFACTORY TO AND APPROVED BY:

GOVT. OF GUAM, DEPT. OF LAND MGMT, ACTING DIRECTOR — 2/25/88 DATE

SCALE AS SHOWN — LAND MANAGEMENT
SHEET 1 OF 2
DWG. NO. 87 - ONE — NO. 418 FY 87

AMOS E. COFFELT
REGISTERED LAND SURVEYOR NO. 66

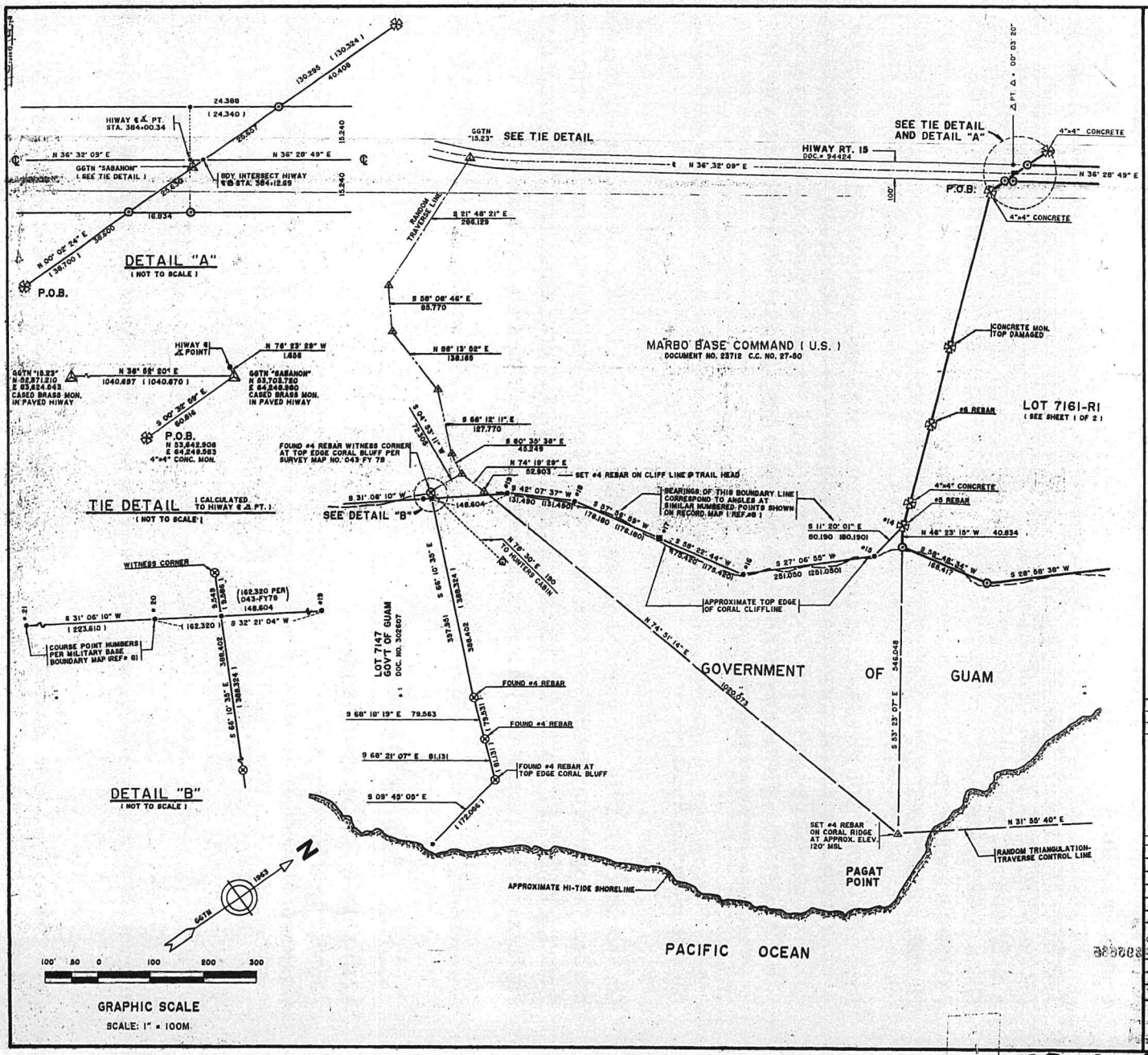
P.O BOX 8088, TAMUNING, GUAM 96911 | PACIFIC ISLANDS ENGINEERS INC. | TEL. 646-5550

JOB. NO. 421-2-88 I4-88T301

5958 1/2

395866

395666



SEE SHEET 1 FOR VICINITY MAP, REFERENCES AND CERTIFICATES -APPROVALS

AMOS E. COFFELT CERTIFICATE NO. 66 TERRITORY OF GUAM REGISTERED LAND SURVEYOR

12-16-87

REVISION	DESCRIPTION	BY	APPROVED DATE

PARCEL SURVEY MAP OF LOT 7161 FOR LAND REGISTRATION MUNICIPALITY OF YIGO

L.S. 15, SEC. 1 & 4 AND L.S. 16, SEC. 2 & 3 (USGS DEDEDO QUAD.)

SURVEY DATA		DATE	BASIC LOT DATA
FIELD	A.E.C	5-18-87	BASIC LOT NO. 7161
BOOK NO.		PIE 87-1	CERTIFICATE NO. NONE
COMPUTED BY:	N.S.R.	7-22-87	REGISTERED ON: UNREGISTERED
DRAWN BY:	N.S.R.		IN THE NAME OF:
RESEARCHED BY:	A.E.C	JUN-NOV 87	GOVERNMENT OF GUAM
CHECKED BY:	A.E.C	12-16-87	

PREPARED FOR, SATISFACTORY TO AND APPROVED BY:

GOVT. OF GUAM, DEPT. OF LAND MGMT, ACTING DIRECTOR — DATE 6/25/88

SCALE: AS SHOWN — LAND MANAGEMENT

SHEET 2 OF 2

DWG. NO: 87 - ONE — NO. 416 FY 87

AMOS E. COFFELT
REGISTERED LAND SURVEYOR NO. 66

P.O. BOX 5065, TAMUNING, GUAM 96911 | PACIFIC IS. ENGINEERS INC. | TEL. 646-5550

5958 7/2 JOB. NO. 421-2-88 I4-88T301

395666

LOURDES A. LEON GUERRERO
GOVERNOR

JOSHUA F. TENORIO
LT. GOVERNOR

UFISINAN I MAGA'HÅGAN GUÅHAN
OFFICE OF THE GOVERNOR OF GUAM

37GL-24-2669
OFFICE OF THE SPEAKER
THERESE M. TERLAJE
SEP 13 2024
Time: 9:00am
Received:

Transmitted via Email to: speaker@guamlegislature.org

September 12, 2024

THE HON. THERESE M. TERLAJE, *Speaker*
I Mina'trentai Siette Na Liheslaturan Guåhan
37th Guam Legislature
Guam Congress Building
163 Chalan Santo Papa
Hagåtña, Guam 96910

Re: Substitute Bill No. 236-37 (COR) - AN ACT MAKING APPROPRIATIONS FOR THE OPERATIONS OF THE EXECUTIVE, LEGISLATIVE, AND JUDICIAL BRANCHES OF THE GOVERNMENT OF GUAM FOR FISCAL YEAR ENDING SEPTEMBER 30, 2025, MAKING OTHER APPROPRIATIONS, AND ESTABLISHING MISCELLANEOUS AND ADMINISTRATIVE PROVISIONS

Håfa Adai Madam Speaker,

On September 11, 2024, I transmitted Substitute Bill No. 236-37 (COR), now known as P.L. 37-125. It has been brought to my attention that, on the signature page for the bill, I had inadvertently misnumbered the bill as Public Law No. 35-125, which does not accurately reflect the current 37th session of the Guam Legislature. Please accept this letter as an acknowledgment of the scrivener's error.

Senseramente,

LOURDES A. LEON GUERRERO
I Maga'hågan Guåhan
Governor of Guam

RECEIVED
9/11/24, 3:20PM

court of a felony, a crime involving moral turpitude, a crime of domestic or family violence, or who has been administratively pardoned of any crime.

(3) No person shall be appointed as a medicolegal death investigator before a thorough investigation of the applicant's background and moral character is completed.

(d) In the event that there are no applicants that meet the minimum knowledge, abilities and skills to be registered or certified medicolegal death investigators, the Office of Post Mortem Examinations/Chief Medical Examiner may employ candidates as interns, with compensation, while completing the training and experience necessary to meet the minimum requirements for employment. The Office of Post Mortem Examinations/Chief Medical Examiner shall determine the length of internship programs. Internships are limited term appointments until such time the intern is either hired as a medicolegal death investigator or terminated."

Section 62. Lease of Lot No. 7161-R1, *Yigo*, Guam to the Guam Motorsports Association.

Notwithstanding any other provision of law, the *Chamorro* Land Trust Commission (CLTC) *shall* lease a portion of or all of Lot No. 7161-R1, *Yigo*, Guam to the Guam Motorsports Association or its successor entity for the purpose of the operation of a raceway, related support facilities, and various outdoor events. The CLTC *shall* negotiate the terms of the non-commercial lease of Lot No. 7161-R1, *Yigo*, Guam with the Guam Motorsports Association within ninety (90) days of the enactment of this Act.

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 • Phone: (671)300-3296 • Fax: (671)300-3319 • Email: cltc.admin@cltc.guam.gov

CHamoru Land Trust Commission Regular Board Meeting
Thursday, September 17, 2026 at 1:00PM

CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or Google Meeting link: meet.google.com/imy-jtpk-cgq

Lourdes A. Leon Guerrero
I Maga'lahen Guåhan
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'lahen
Lt. Governor of Guam

Commission Members

Earl J. Garrido
Chairman

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Annie M. Makepeace
Commissioner

Vacant
Commissioner

Angela M. Camacho
Acting Administrative Director

MOTION SUMMARY

I. **Call to Order / Publication - Certification of Quorum Present**
   A. Pacific Daily News (September 10, 2026 and September 15, 2026)
   B. Guam Public Notice Website (https://notices.guam.gov)

   Certification of Quorum Present – All members present

II. **Chairman's Remark/Invocation**

III. **Approval of Minutes:** August 27, 2026 (Regular Board Meeting)
Motion made by Commissioner J. Rojas to update section pertaining to GPD – Barrigada Lot under Board Delima and Debate to accurately state the commissioners who commented on tenancy unlawfully and Commissioner Respicio to add the omission of information and would not have escalated if important information was included and 2nd by Commissioner F. Respicio - **PASSED**

IV. **Administrative Director's Report**

V. **Old Business**
   A. Global Recycling
   B. Guam Motorsports Association (GMA)
      Motion made by Commissioner J. Rojas to amend the GMA lease if necessary for recording to include notary acknowledgement signature blocks for the Governor and Attorney General and to designate Chairman Garrido as the authorized signatory for the GMA lease; 2nd by Commissioner F. Respicio - **PASSED**
   C. Guam Police Department
      Lot 11-1, Tract 9, Block D, Municipality of Barrigada
      Motion made by Commissioner J. Rojas to table pending new information received; 2nd by Commissioner F. Respicio - **PASSED**
   D. Guam Waterworks Authority – Request for Expansion of Existing Footprint
      Kaiser Reservior Site & Deep Well Properties (Lot 10122-12) –
      Motion made by Commissioner J. Rojas to table; 2nd by Commissioner F. Respicio - **PASSED**
   E. Transworld Radio – Lot 440-4 and Lot 440-5, Municipality of Malesso
      Motion made by Commissioner J. Rojas to designate Lot 440-4 and Lot 440-5, Municipality of Malesso for commercial leasing; 2nd by Commissioner F. Respecio - **PASSED**
   F. Bill 305-38 – Motion made by Commissioner J. Rojas for the Chamoru Land Trust Board of Commissioners fuly formally support Bill Number 305-38 as currenty amended by the Committee on Land, Environment, Housing, Agriculture, Parks, and Insfrastructure, and that the commission approve a board resolution memorializing its support for the measure. And further move that the commission direct the Administrative Director or appropriate staff to prepare a formal letter of support addressed to Vice Speaker V. Anthony Ada, chairperson of the committee on land, environement, housing, agriculture, parks, and infrastructure stating the commission's specific reason for supporting Bill No. 305-38, including the bills financing driven purpose, its abiltiy to facilitate access to commercial financing and investment of CLTC lands, the preservation of commission discretion over extension requests, the protection of the trust underlying ownership interest in

CLTC lands, continued legislative oversight that were required by law, fiscal safeguards applicable to RUS/SUTA financing, and the commission's ability consistent with applicable law to consider and address the economic terms of an exisiting commercial lease or license when financing driven extension is requested. The draft letter and the supporting board resolution shall be circulated. The draft letter shall be circulated to all commissioners for review no later than 10AM on September 21, 2026. Following commissioner review for any amendments approved by the commission. The final letter shall be presented to the chairman of Chamoru Land Trust for signature and transmitted to Vice Speaker V. Anthony Ada as committee chairperson no later than 5PM September 22nd, 2026. The board shall specifially pertain – the board support shall specifically pertain to Bill No. 305-38 in its current amended form and any material subsequent amendment to the bill shall remain subject to further review by the commission; 2nd by Commissioner F. Respicio - **PASSED**

G. Public Law 37-146 – Designate signatory for Deed of Sale –
Motion made by Commissioner F. Respicio to designate Chairman Earl Garrido as the designated signatory for the Deed of Sale for Lot numbers 5054, 5046-B, Lot 5051-B; 2nd by Commissioner A. Makepeace - PASSED

VI. **New Business**

A. Resolution 2026-008; Relative to Public Law 38-136, Chapter 7, Section 7
Motion made by Commissioner F. Respicio to accept Resolution 2026-008; 2nd by Commissioner A. Makepeace - PASSED

B. Tract 1113 Block 16 and Tract 1113 Block 12, Lots 1 through 9, and Lot 28, Municipality of Dededo

C. Guam Waterworks MOU/MOA Tract 1113, Block 16
Motion made by Commissioner J. Rojas to table Guam Waterworks MOU/MOA Tract 1113, Block 16; 2nd by Commissioner F. Respicio - PASSED

D. Guam Waterworks Expansion
1. Lot 5402-R5NEW-14-13-R1
2. Lot 10164-R3

E. Expired Commercial Lease/License
1. Lot No. 10125-Rl2-I, Dededo
2. Lot No. 7117-4-1, Yigo
3. Lot No. 17-1-1, Block F, Tract 9, Barrigada
4. Lot No. 354-7 and Lot 354-R6-R/W, Inarajan
5. Lot No. 10129-3, Dededo
6. Lot No. 278-5, Umatac
7. Lot No. 102-2, Yona
8. Lot No. 10-4, Block D, Tract 9, Barrigada
9. Lot No. 10-1, Block D, Tract 9, Barrigada Heights

Motion made to table items D & E by Commissioner J. Rojas; 2nd by Commissioner F. Respicio - PASSED

F. Constituent Matters
1. Jessica Celeine Drilon Garrido – Motion made by Commissioner F. Respicio to cancel and accept Residential Application for Jessica Celeine Drilon Garrido; 2nd by Commissioner J. Rojas - **PASSED**
2. Tasha Reyes Emerson – Motion made by Commission J. Rojas to approve formal cancellation for application and lease for Lot 1, Block 1, Lot 10125-11-R2 Dededo;2nd by Commissioner F. Respicio - **PASSED**
3. Maria Cruz Palomo – Motion made by Commission F. Respicio to approve the formal cancellation of Maria Cruz Palomo's residential application and the residential lease for Lot 10141-1-4-2 in Dededo; 2nd by Commissioner J. Rojas - **PASSED**

4. Francisca T. Frohman – Motion made by Commissioner J. Rojas to approve the formal cancellation of Francisca T. Frohman's agriculture application and agriculture lease for Lot 7153-20 in Yigo; 2nd by Makepeace - **PASSED**
5. Mark Quichocho Gallo – Motion made by Commissioner J. Rojas to approve the formal cancellation of Mark Quichocho Gallo's residential application and residential lease for Lot 30, Block 5, Tract 10122 Dededo; 2nd by Commissioner F. Respicio - PASSED

VII. **Public Comment (s)**
VIII. **Next Meeting** – Thursday, October 15, 2026 at 1:00 PM, CLTC Conference Room, Suite 223, 2nd Floor, ITC Building, Tamuning, Guam 96913
IX. **Adjournment 3:55PM**

Concurred By:

Earl J. Garrido, Chairman

9-18-26
Date

Kumision Inangokkon Tano' CHamoru
(CHamoru Land Trust Commission)

P.O. Box 2950 Hagåtña, Guåhan 96932 • Phone: (671)300-3296 • Fax: (671)300-3319 • Email: cltc.admin@cltc.guam.gov

CHamoru Land Trust Commission Regular Board Meeting
Thursday, August 27, 2026 at 1:00PM

CHamoru Land Trust Conference Room, 590 S. Marine Corp Drive ITC Building, Suite 223, 2nd Floor Tamuning, Guam. Public Comments may be made at cltc.admin@cltc.guam.gov To view the meeting virtually, log on to GovGuam Live-YouTube or Google Meeting link: https:// meet.google.com/owy-xnns-dis

Lourdes A. Leon Guerrero
I Maga'Haga
Governor of Guam

Joshua F. Tenorio
I Segundo Maga'Lahi
Lt. Governor of Guam

Commission Members

Earl J. Garrido
Chairman

Fabrienne Cruz Respicio
Commissioner

Jeremy J. Rojas
Commissioner

Annie M. Makepeace
Commissioner

Vacant
Commissioner

Angela M. Camacho
Acting Administrative Director

MOTION SUMMARY

I. Call to Order – 1:05 p.m.
Publication – Certification of Quorum Present
A. Pacific Daily News / (August 20, 2026 and August 25, 2026)
B. Guam Public Notice Website (https://notices.guam.gov)
Certification of Quorum – All members present. Commissioner Annie Makepeace via Online attendance.

II. Chairman's Remark/Invocation

III. **Approval of Minutes:** July 16, 2026 (Regular Board Meeting)
Motion made by Commissioner F. Respicio; 2nd by Commissioner J. Rojas to approve the July 16, 2026 meeting minutes. - **PASSED**

IV. Administrative Director's Report

V. Old Business

A. Guam International Country Club (GICC) – Motion made by Commissioner. J. Rojas; 2nd by Commissioner F. Respicio to approve GICC to make the Nine Hundred Fifty Thousand ($950,000.00) 10% deposit under Escrow subject to the completion of the MAI appraisal – **PASSED**
Motion made by Commissioner J. Rojas; 2nd by Commissioner F. Respicio for the Commission to draft a letter to support for amendment as proposed by GICC specific to Bill 305-38 and can make further decision after Bill 305-38 has been reviewed and to submit the letter of support on or before August 31st. – **PASSED**

B. Guam Motor Sports Association (GMA)
Motion made by Commissioner J. Rojas; 2nd by Commissioner F. Respicio to approve the lease agreement between the CLTC and GMA with changes to Article 10 regarding 24-hour notices. – **PASSED**

C. Guam Police Department
Lot 11-1, Tract 9, Block D, Municipality of Barrigada – Motion made by Commissioner F. Respicio; 2nd by Commissioner A. Makepiece to grant GPD a Grant of Easement for 30 days and to continue at the next board meeting to have proper structure for GPD to have access to specific lot - **PASSED**

D. GPD – Lot 527, Municipality of Merizo – motion made by Commissioner F. Respicio; 2nd by Commissioner A. Makepeace to grant GTA's request to allow GPD to build structure to house a generator in Merizo. - **PASSED**

E. Public Law 37-146 Harmon Cliff line Bull Cart Trail
(Purchase of Bull Cart Trail – Eclavea Family) - Motion made by Commissioner J. Rojas; 2nd by Commissioner F. Respicio to accept the average of the two appraisals made in refence to Lot 5045, Lot 5045-B and Lot 5051-B for the Bull Cart Trail in Harmon - **PASSED**

F. Global Recycling – Motion made by Commissioner F. Respicio; 2nd by Commissioner A. Makepeace to write a letter to Global Recycling requiring them to provide a schedule of the Phase 2 Environmental Assessment within two weeks starting Monday, August 31, 2026. If deadline has passed, CLTC would seek assistance from Guam EPA to conduct an inspection and citation of violations and a Notice of Eviction will be issued. - **PASSED**

G. Draft Bill for CLTC to hire its attorney – Motion made by Commissioner F. Respicio; 2nd by Commissioner A. Makepiece to table the item for CLTC to hire its attorney and for staff to provide more information of how other line agencies hire their attorneys. – **PASSED**

VI. New Business

A. Constituent Matters

1. Elizabeth Mendiola Hudson- Motion made by Commissioner J. Rojas; 2nd by Commissioner F. Respicio to reverse the decision made on the May 28, 2026 CLTC Mtg. and pending relinquishment of children successor claim. – **PASSED**

2. Melissa Shell Tuseth – Requested by Land Agent III J. Dayday to remove from discussion based on Atty. Miller's legal opinion.

3. Yvonne M. G. Blas – Motion made by Commissioner J. Rojas; 2nd by Commissioner F. Respicio to have Klarissa K.G. Roy as an eligible beneficiary and the named successor to take over her mother Yvonne M.G. Blas's application dated December 2nd. – **PASSED**

ADDITIONAL MOTIONS MADE

1. Motion made by Commissioner F. Respicio; 2nd by Commissioner J. Rojas to move the agenda items to start with Constituent Matters under New Business - **PASSED**
2. Motion made by Commissioner F. Respicio; 2nd by Commissioner J. Rojas to move to Item E on the agenda under Old Business - **PASSED**

VII. Public Comment (s)

Katrina Reyes – Compliance issue with agriculture acreage size
Doris Iriarte – Notice to Remediate

VIII. **Next Meeting** - Thursday, September 17, 2026 at 1:00PM, CLTC Conference Room, Suite 223, ITC Building, 590 S. Marine Corp. Drive, Tamuning, Guam

IX. Adjournment – 5:35 PM – Motion made to adjourn by Commissioner F. Respicio; 2nd by Commissioner A. Makepeace

Concurred By:

Earl J. Garrido, Chairman

9-17-26
Date