



Filed

Supreme Court of Guam, Clerk of Court

IN THE SUPREME COURT OF GUAM

GOVERNMENT OF GUAM, JOSEPH M. BORJA,
in his official capacity as Director of Land Management,
Plaintiffs-Appellants,

and

GUAM WATERWORKS AUTHORITY, a Guam Public Corporation,
Plaintiff-Intervenor-Appellant,

v.

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

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

OPINION

Cite as: 2026 Guam 11

Appeal from the Superior Court of Guam
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Hagåtña, Guam

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BEFORE: ROBERT J. TORRES, Chief Justice; F. PHILIP CARBULLIDO, Associate Justice; and KATHERINE A. MARAMAN, Associate Justice.¹

TORRES, C.J.:

[1] This case involves a dispute between the Government of Guam (“GovGuam”), Guam Waterworks Authority (“GWA”), and Core Tech International Corporation (“Core Tech”) over title to the land (“Plant Property”) underlying the Northern District Wastewater Treatment Plant (“Plant” or “NDWWTP”). This court granted GWA’s petition for interlocutory review of the trial court’s decision denying GWA’s second motion for summary judgment and granting Core Tech’s motion for summary judgment.² The summary judgment motions concerned GWA’s claim to quiet title against Core Tech and Core Tech’s counterclaims for inverse condemnation and declaratory relief.

[2] The trial court found that the Plant Property is part of a 250-acre tract in Dededo taken by the United States from Core Tech’s predecessor in interest. Over time, the area has been identified by various names: “As Dededo” and “As Ukkudu” during the pre-war and Naval eras; “Andersen Air Force Base Communications Annex No. 1 (Wettengel Receiver)” during the height of post-war military use; and later by survey-based identifiers such as “Lot 5039 and the unsurveyed remaining portions of Estates 1540 and 2531,” “Lot AL-002,” and “Subdivision of Lot 10184.” These designations sometimes referred solely to the Plant Property and at other times encompassed adjacent parcels. For much of the 20th century, this area was part of what the Air Force called

¹ The signatures in this opinion reflect the titles of the Justices at the time this matter was argued and submitted.

² GWA’s petition for interlocutory review also sought review of the trial court’s denial of reconsideration of its summary judgment decision. Because we reverse in part and affirm in part the trial court’s summary judgment decision, we need not address reconsideration.

“Andersen Communications Annex No. 1” (also called “AJKD” or “AJKO”), which comprised over 865 acres taken from ancestral landowners.

[3] The Plant was built while AJKD was owned by the United States. The trial court found that in 1997, GovGuam transferred all of its present and future interests in the Plant and Plant Property to GWA, subject to a clause requiring GWA to timely survey and map the property. In 2002, the United States returned AJKD to GovGuam, at which point the trial court concluded that title to the Plant Property vested automatically in GWA by operation of law. That same year, GovGuam quitclaimed AJKD to the Guam Ancestral Lands Commission (“GALC”) under the statutory scheme for returning land to ancestral owners.

[4] In 2006, GALC quitclaimed Lot AL-002 to Core Tech’s predecessor in interest. The trial court determined this quitclaim deed did not convey title to the Plant Property but transferred any future interest in it. The trial court found that because GWA failed to complete the required survey and map of the property before 2009, title to the Plant Property automatically reverted to GovGuam. After applying the after-acquired title doctrine, the trial court concluded that title to the Plant Property passed by operation of law first from GovGuam to GALC, and then from GALC to Core Tech’s predecessor in interest. On this basis, the trial court denied GWA’s motion for summary judgment and granted Core Tech’s.

[5] When we granted GWA’s petition for interlocutory appeal, we emphasized the narrow scope of review: “GWA’s petition is granted on the narrow issue it presented: ‘Did the Superior Court err in finding Core Tech holds title to the Plant property as a matter of law?’” Order at 10 (Jan. 10, 2025) (footnote omitted). We resolve this appeal on the unique facts of this case: as a matter of law, title to the Plant Property was never conveyed to Core Tech’s predecessors in interest. Several considerations support our conclusion.

[6] As an initial matter, on summary judgment, Core Tech did not dispute that the 1997 Grant Deed purported to grant a fee estate in the Plant Property to GWA. Core Tech cannot now raise for the first time on appeal the argument that the 1997 Grant Deed did not include the Plant Property because it “only transfer[ed] severed out portions from specific lots enumerated within the deed.” *See* Core Tech’s Br. at 15 (June 27, 2025) (emphasis omitted). Additionally, the language of the 1997 Grant Deed applicable to the Plant Property is unambiguous. The Plant Property was included in the 1997 Grant Deed, and the real estate requirement survey and map condition did not apply to it. Furthermore, the after-acquired title doctrine applies only to the 1997 Grant Deed, vesting title in GWA by operation of law as of 2002. Finally, Core Tech’s arguments about the Land Registration Act are misplaced.

[7] GWA is entitled to judgment on its claim to quiet its title to the Plant Property as a matter of law. The trial court’s decision denying GWA’s motion for summary judgment on its quiet title claim is reversed. We also vacate the trial court’s decision on Core Tech’s claim for declaratory relief on GWA’s quiet title claim. However, there are issues of material fact and law that preclude summary judgment on Core Tech’s inverse condemnation claims. Thus, we affirm the decision to deny summary judgment on Core Tech’s inverse condemnation claims on alternative grounds.

I. FACTUAL AND PROCEDURAL BACKGROUND

A. Factual Background

[8] This case arises out of disputes over ownership, use, and alleged takings involving real property in Dededo, identified by GALC as “Lot AL-002” and by Core Tech as “Lot 10184 and its subdivisions.” *See* Record on Appeal (“RA”), tab 1 at 1–10 (Pet. Cancel & Amend Cert. Title (Dec. 17, 2018)); RA, tab 172 at 2 (Dec. & Order, Nov. 30, 2021). The history of Lot AL-002 is

intertwined with federal condemnation, federal-to-local land transfers, easements for public utilities, and private ownership transfers.

1. Historical federal condemnation, transfers, and easements

[9] On March 30, 1950, the Naval Government of Guam condemned a large swath of land in Dededo, including the site of the present-day Plant. RA, tab 131 (Clark Decl., Apr. 2, 2021), Ex. A at 1–4 (Civ. No. 10-50, Judgment on Decl. Taking, Inst. No. 20991, Mar. 30, 1950). Jose Martinez Torres—who claimed ownership of several hundred acres condemned in Dededo, including the Plant Property—died on May 9, 1950, and his estate (“Torres Estate”) entered probate shortly thereafter. Island/Super. Ct. Case No. PR0220-50 (Pet. Probate Will at 1, June 16, 1950);³ *see also* *Gov’t of Guam v. Gutierrez ex rel. Est. of Torres*, 2015 Guam 8 ¶ 20 (discussing Torres Estate’s ownership claims). With judicial approval, the Torres Estate compromised its condemnation claims with the United States, relinquishing any interest in the condemned lands in Dededo. *See generally* PR0220-50 (Pets. Compromise, filed between Mar. 20, 1950, and Nov. 2, 1953). “A Judgment on Declaration of Taking covering the subject land was recorded with the government as Doc. No. 20991 on August 4, 1950.” RA, tab 172 at 4 (Dec. & Order) (citing RA, tab 131 (Clark Decl.), Ex. A (Judgment on Decl. Taking)).

[10] Under the Organic Act of 1950, Congress required that all U.S.-owned property used by the Naval Government for civil administration be transferred to GovGuam within 90 days of August 1, 1950. *See* 48 U.S.C.A. § 1421f(a) (1950). Any other U.S. property in Guam not reserved by the President in that timeframe was likewise placed under GovGuam’s control to be

³ “Although outside the record of this appeal, we can properly take judicial notice” of documents filed in earlier cases dealing with the land in this case. *See Cho v. Alupang Beach Club, Inc.*, 2025 Guam 3 ¶ 4 n.1 (quoting *People v. Teditaotao*, 2023 Guam 21 ¶ 2 n.1). “In our discretion, and without request, we take judicial notice of this and certain other court records under Guam Rule of Evidence 201(b)(2)–(c), as they are ‘capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.’” *Id.* We take judicial notice of documents filed in related cases “not for the truth of the matters asserted,” but to establish “the fact of their existence.” *See id.*

managed for the public benefit, with legislative authority vested in the Guam Legislature (“Legislature”), subject to federal law. *See* 48 U.S.C.A. § 1421f(b). “On October 30, 1950, President Harry S. Truman issued Executive Order 10178, which indicated that the Naval Government of Guam quitclaimed certain land to the United States, including the land at issue in this case.” RA, tab 172 at 4 (Dec. & Order) (citing RA, tab 131 (Clark Decl.), Ex. A (Judgment on Decl. Taking)). Thus, any interest the Torres Estate (or any other person) had in the Dededo property was condemned in favor of the Naval Government, and the Naval Government then quitclaimed any of its interest to the United States. The United States registered title to the area it turned into the Andersen Communications Annex, including the Plant Property, and was issued Certificate of Title No. 5682. *See* RA, tab 283 (Borja Decl., Nov. 30, 2023), Ex. 1 (Cert. Title No. 5682).

[11] In 1980, the United States granted GovGuam an easement over AJKD for the construction, operation, and maintenance of sewer and utility facilities (“1980 Easement”) and executed a General Purpose Lease for a wastewater treatment plant and sewer lines (“1980 Lease”). *See* RA, tab 172 at 5 (Dec. & Order) (citing RA, tab 131 (Clark Decl.), Ex. E (Grant of Easement, Inst. No. 312261 (May 23, 1980)), Ex. F (Gen. Purpose Lease, Inst. No. 312262 (May 23, 1980))). The lease was for 25 years, ending on February 9, 2005, with an option for another 25 years. *See id.* (citing RA, tab 131 (Clark Decl.), Ex. F (Gen. Purpose Lease)).

[12] As part of this agreement, a survey was conducted to identify the real estate requirements of GWA’s predecessor agency, Public Utility Agency of Guam (“PUAG”), for the Plant. *See* RA, tab 131 (Clark Decl.), Ex. E (Grant of Easement). The survey maps indicate that the United States granted an easement for the wastewater treatment plant on “Parcel 4,” which was 594,383.8 square feet, and “Parcel 3,” which was 6,460.902 square feet. *Id.* This totals 600,844.702 square feet, or

approximately 13.8 acres. *Id.*, Ex. F at 1 (Gen. Purpose Lease). The 1980 Lease and 1980 Easement were recorded with the Department of Land Management (“DLM”) on May 23, 1980. RA, tab 249 at 2 (Bordallo Decl., Feb. 14, 2023), Ex. 1–3.

2. Return of excess federal lands

[13] In 1994, Congress passed the Guam Excess Lands Act, requiring certain U.S.-owned land be returned to GovGuam for “public benefit use.” Guam Excess Lands Act, Pub. L. No. 103–339, 108 Stat. 3116 (Oct. 6, 1994). To implement the Guam Excess Lands Act, the Guam Legislature enacted Public Law 22-145, transferring specific parcels to the CHamoru Land Trust Commission for administration, with priority given to original landowners and their heirs, while reserving certain land for direct public use. *See* Guam Pub. L. 22-145 (Dec. 29, 1994).

[14] In 1997, Public Law 23-141 further refined the process, focusing on the direct return of land to individual original owners or heirs and providing for private development of returned lands, subject to conditions. *See* Guam P.L. 23-141 (Jan. 2, 1997). “In 1999, the Guam legislature passed the Guam Ancestral Lands Act (‘GALA’), which recognized that the powers granted to Guam’s agencies by previous legislation had proven inadequate to implement remedies for the ancestral landowners.” *Crawford v. Antonio B. Won Pat Int’l Airport Auth.*, 917 F.3d 1081, 1087 (9th Cir. 2019) (citing Guam P.L. 25-45:1 (June 9, 1999)). The Guam Ancestral Lands Act:

affirms and formally recognizes the ‘Ancestral Property Right’; establishes an administrative process for the exercise of that right; and creates the Guam Ancestral Lands Commission and authorizes the [GALC] to administer the provisions of this Chapter in order that original landowners, their heirs and their descendants may expeditiously exercise all their fundamental civil rights in the property they own. The exercise of ‘ancestral property right’ claims shall be applicable to lands already declared excess by the Federal government and shall also be applicable to all future declaration of excess lands either by the United States Government or by the government of Guam.

21 GCA § 80102(c) (2005).

3. The 1997 Grant Deed

[15] In 1996, the Legislature passed Public Law 23-119, which abolished PUAG and established GWA. Guam P.L. 23-119 (July 31, 1996); Legis. Amicus Br. at 7 (May 7, 2025). As part of this legislation, a new chapter was added to Title 12 of the Guam Code Annotated (“GCA”), including section 14110(a), which mandated that GWA would assume in writing from GovGuam and PUAG “all real property under the Agency’s administration.” Guam P.L. 23-119:1; 12 GCA § 14110(a) (2005). A new section 14116 was also added, which provided that “[n]otwithstanding any of the provisions of this Act, specific legislative statutory approval shall be required prior to sale, transfer or lease of any real property assets or lands of the Guam Waterworks Authority. Nothing herein shall be construed as such approval. . . .” 12 GCA § 14116 (2005).

[16] On July 23, 1997, GovGuam executed a Grant Deed (“1997 Grant Deed”) conveying all of its and PUAG’s property interests in surface water and groundwater utilities to GWA, including its interests in the 1980 Easement and 1980 Lease discussed above. RA, tab 172 at 6 (Dec. & Order) (citing RA, tab 131 (Clark Decl.), Ex. G (Grant Deed, Inst. No. 567559 (July 23, 1997))). The 1997 Grant Deed begins with a declaration of policy: “that all surface waters and ground waters are public assets and that first priority for utilization of any waters shall be for the use or resale of the Guam Waterworks Authority.” RA, tab 131 (Clark Decl.), Ex. G at 1 (Grant Deed). The deed also cited several other provisions of law. *See id.* at 1–2.⁴

[17] The 1997 Grant Deed then uses the following unambiguous language:

[T]he Government of Guam . . . does hereby *grant, transfer, assign, and convey* to the Guam Waterworks Authority . . . in *fee simple absolute*, the real property interests for only that area required by the Grantee, the severance of which (“real

⁴ The 1997 Grant Deed cites: 10 GCA §§ 45102, 46101 *et seq.*, 47102, 52101, 53012; 12 GCA § 14115; 21 GCA §§ 1202, 9202–03; and Public Laws 20-06, 22-18, 22-28, 22-47, 22-145, 23-23, 23-119, and 23-145. Record on Appeal (“RA”), tab 131 (Clark Decl., Apr. 2, 2021), Ex. G at 1–2, 37 (Grant Deed, Inst. No. 567559 (July 23, 1997)).

estate requirement map(s)”) shall be pursuant to the covenants expressed herein for the lots identified below:

Id. at 2 (emphases added). The deed then lists 205 “lots,” one of which—Deed Entry 195—is identified as:

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.

Id. at 32. These Instrument Drawing Numbers correspond to the 1980 Lease and 1980 Easement recorded with DLM. *See* RA, tab 131 (Clark Decl.), Ex. E (Grant of Easement); *id.*, Ex. F (Gen. Purpose Lease).

[18] The 1997 Grant Deed then states these 205 identified lots are granted, transferred, assigned, and conveyed with all associated improvements, easements, water and sewer rights-of-way, buildings, facilities, fixtures, appurtenances, and “all the estate, rights, title, interest, property, claim and demand of” GovGuam to GWA “forever.” *Id.*, Ex. G at 34–37 (Grant Deed). It also transferred reversionary interests, remainders, and all claims in law or equity, in perpetuity, subject to the laws of Guam. *Id.* at 34–37. The deed then grants a fee simple absolute in all water-related easements:

Additionally, Grantor [GovGuam] does also grant, transfer, convey, and assign to Grantee [GWA], its successors, and assigns, all the estate, rights, title, interest, powers, property, claim and demand of Grantor, its successors and assigns, in the following property and interests, to hold the same in fee simple absolute forever, subject to the laws of the Territory of Guam:

Easements. All known and identified public rights-of-ways and public easements of access, ingress, egress, maintenance, and repair, in and over the Territory of Guam, surface or subsurface, used or unused, together with all land connecting and running with any water or sewer systems, surface or subsurface, wherever situated. Said public rights-of-ways and public easements shall run with the land and the dominant estates thereof, and shall bind and inure to

the benefit of the Grantee, its successors, and assigns in fee simple absolute forever.

Id. at 35. Directly following this language are grants of water resources and public lands in fee simple absolute, which are subject to the same grant clause quoted above:

Water Resources. All . . . water or sewer resources . . . with any leases, options, improvements, buildings, facilities, easements, or rights-of-ways thereon, and any rights of reservation, intending said rights, powers and interests to be superior above all others, to bind and inure to the benefit of the Grantee [GWA], its successors, and assigns in fee simple absolute forever. . . .

Public Lands. All government lands reserved for the future use of the government of Guam, wherever situated . . . to bind and inure to the benefit of the Grantee, its successors, and assigns in fee simple absolute forever.

Id. at 35–36.

[19] The 1997 Grant Deed also contains the following clause:

All parties to [the 1997 Grant Deed] agree that the “real estate requirement survey map(s)” will be completed within five years from the date of the filing of this Grant Deed, unless an extension is granted by the Director of [DLM] and the Governor of Guam. All lots for which the “real estate requirement map(s)” has not been completed shall revert automatically to the Government of Guam.

Id. at 37–38. The deed further provides that:

Grantee [GWA] expressly reserves the exclusive right to determine its real estate requirements, both existing and future, subject only to the approval of [DLM] and the Governor of Guam. However, it is specifically covenanted by Grantor [GovGuam] that Grantee’s [GWA’s] determination of its real estate requirements will be respected and deferred to, and that said approvals shall not be unreasonably withheld.

Id.

[20] The 1997 Grant Deed incorporates by reference GWA Board of Directors Resolution No. 97-13, which explains that some properties conveyed under Public Law 23-119 included unsurveyed, undivided, and unregistered portions previously reserved for other public agencies, and that it was in the public interest for these properties to be surveyed, divided, and registered.

See id. at 37, GWA Res. No. 97-13 (July 9, 1997). The 1997 Grant Deed records GWA's agreement, in cooperation with DLM, to bear the effort and cost of surveying and dividing such properties, with any portions reserved for other agencies to be severed and transferred to them under Guam law. *See id.*

4. GWA is given an extension until 2009 to complete the required surveys

[21] In 2001, DLM sent the Governor of Guam a letter stating that GWA had requested an extension until 2009 of its deadline to complete surveys of parcels conveyed under the 1997 Grant Deed. *See* RA, tab 249 (Bordallo Decl.), Ex. 4 at 1 (Letter, Nov. 23, 2001). DLM recommended approval, and the Acting Governor granted the extension, but the approval was never recorded. *See id.*; RA, tab 264 at 14–15 (Dec. & Order, Aug. 14, 2023) (citing RA, tab 249 (Bordallo Decl.), Ex. 4 at 1 (Letter)).

5. The 2002 Quitclaim Deed from the United States

[22] On July 26, 2002, the United States executed a Quitclaim Deed (“2002 U.S. Quitclaim Deed”) conveying 856.21 acres in Dededo, including the Plant Property, to GovGuam for public benefit use, subject to reservations for existing easements and utilities. RA, tab 172 at 6–7 (Dec. & Order). This acreage—AJKD—was conveyed subject to “ALL covenants, reservations, easements, leases, restrictions, and rights recorded or unrecorded, for . . . sewer and water [mains] and lines [and] public utilities . . . and to any facts which a physical inspection or accurate survey of the Property may disclose.” RA, tab 131 (Clark Decl.), Ex. H at 1 (Quitclaim Deed, Inst. No. 660299 (July 26, 2002)).

6. The 2002 GovGuam Quitclaim Deed

[23] On August 29, 2002, GovGuam quitclaimed AJKD to GALC, imposing the same public benefit use restrictions and subjecting it to existing easements. *See* RA, tab 172 at 8 (Dec. &

Order) (citing RA, tab 131 (Clark Decl.), Ex. J (Quitclaim Deed, Inst. No. 661951 (Aug. 29, 2002))). The instrument (“2002 GovGuam Quitclaim Deed”) states that “the Government of Guam . . . for ONE DOLLAR (\$1.00) plus other good and valuable consideration . . . does hereby grant, transfer, assign, and convey to the Guam Ancestral Lands Commission . . . the real property interests for the parcel identified below . . . also known as Andersen Communications Annex No. 1 (AJKD).” RA, tab 131 (Clark Decl.), Ex. J at 2 (Quitclaim Deed).

[24] The 2002 GovGuam Quitclaim Deed provides a carveout for lands not returned if they are required for another public benefit use, such as wastewater:

[I]t is the duty of the Government of Guam and the Guam Ancestral Lands Commission to return ancestral lands recovered from surplus public lands and otherwise provide just compensation to extinguish ancestral land claims where original lands have not been declared surplus if so claimed by qualified claimants. To this end, Public Law 25-45 provides for a land (claims) recovery process, land bank and establishes that first priority for utilization of ancestral lands shall be ancestral claimants *except to the extent said lands are required for another public benefit use such as for water, wastewater, electricity service, or public right-of-ways*.

Id. at 1–2 (emphases added). The grant clause referenced above also incorporates by reference “Guam Public Laws 22-145, 23-23, 23-141, and 25-45.” *Id.* at 2.

[25] Despite being labeled a “quitclaim deed,” the instrument also contains a clause which states: “All of the provisions, conveyances, grants, and descriptions contained in the *Grant Deed* are distinct and severable” *Id.* at 4 (emphasis added).

7. GWA purports to extend the 1980 Lease in 2004

[26] Despite the United States quitclaiming AJKD to GovGuam in 2002, two years later, GWA sought to renew the 1980 Lease with the Air Force. RA, tab 131 (Clark Decl.), Ex. K at 1 (Letter, Oct. 1, 2004). In apparent response to Air Force correspondence “regarding the renewal of the Real Estate Instrument Number N6274280RP00020 [the 1980 Lease] which expires February 09,

2005,” GWA’s General Manager wrote: “The Guam Waterworks Authority would like to renew the above license for an additional twenty five (25) years [sic] period from the date the license are [sic] executed.” *Id.*

8. Lot AL-002 is returned to the Torres Estate

[27] On October 26, 2006, GALC executed a Quitclaim Deed (“2006 GALC Quitclaim Deed”) conveying three lots, including Lot AL-002 (approximately 252.23 acres), to the estate of ancestral landowner Jose Martinez Torres. *See* RA, tab 172 at 8 (Dec. & Order) (citing RA, tab 131 (Clark Decl.), Ex. L (Quitclaim Deed, Inst. No. 744340 (Oct. 17, 2006))). A portion of Lot AL-002 contains the Plant. *Id.*

9. The Torres Estate sells Lot AL-002

[28] The Torres Estate had AL-002 appraised, and that appraisal explicitly excluded 55,820 square meters occupied by the Plant: “The subject property is identified as Lot No. AL-002 and includes the Northern Sewer Link and Wastewater Treatment Plant and a portion of the Building No. 50 site, both of which land areas were considered unusable for valuation analysis herein.” PR0220-50, Decl. re Appraisal at 4 (Aug. 6, 2007). The appraised value—excluding the Plant Property—was \$12.8 million, or \$13.47 per square meter. *Id.* at 7. The probate court approved a contract of sale for \$21,435,330.00 to Kil Koo Yoon, PR0220-50, Order at 2 (Aug. 31, 2007), which amounted to \$21 per square meter for all 1,020,730 square meters of AL-002. The probate court relied on the appraised value to determine the transaction was in the best interest of the Torres Estate. *Id.* at 1. The contract contained a stipulation that the final purchase price was “subject to verification by a final survey to be conducted by Buyer. The final determination of the square meters will be the final sale price.” PR0220-50, Return of Sale & Pet. (Contract of Sale of Realty at 1–2, June 19, 2007). Filings in the probate court reveal that “the final survey revealed a land

area of 909,963 square meters. This resulted in final purchase price of \$19,109,223.” PR0220-50, Am. Acct. at 2 (Feb. 18, 2022).

[29] After the probate court approved the sale, the Torres Estate executed a warranty deed to Yoon for Lot AL-002. RA, tab 120 (Williams Decl., Mar. 31, 2021), Ex. 7 (Warranty Deed, Inst. No. 761426 (Sep. 13, 2007)). Yoon recorded a subdivision survey map in November 2008 (“Castro Map”), renaming Lot AL-002 as “Lot 10184” and its subdivisions. RA, tab 32 (GWA Pet. Quiet Title, Apr. 17, 2019), Ex. D (Subdivision Survey Map, Land Mgmt. No. 109FY2008, Inst. No. 782273 (Nov. 18, 2008)). The Castro Map noted that subdivision Lot 10184-7 corresponded to the Plant Property and was marked as “NOT RETURNED TO LANDOWNER.”⁵ *Id.* It appears that the Castro Map survey determined the final purchase price of Lot AL-002. *See* PR0220-50, Am. Acct. at 2.

10. The dispute with GovGuam over Lot AL-002

[30] “On July 24, 2009, Gov. Guam filed a Complaint to Quiet Title against Yoon for his adverse claims and the purported acquisition of Lot AL-002 from the Torres Estate.” RA, tab 264 at 15 (Dec. & Order). The court in that case “dismissed Gov. Guam’s claims in part because Gov. Guam admitted that Yoon was a bona fide purchaser of Lot AL-002.” *Id.*

[31] In January 2010, Yoon conveyed Lot 10184, as subdivided by the Castro Map, to Younex Enterprises Corporation (“Younex”). RA, tab 172 at 9 (Dec. & Order) (citing RA, tab 120 (Williams Decl.), Ex. 8 (Warranty Deed, Inst. No. 801378 (Jan. 26, 2010))). The transfer was accomplished by a warranty deed that Yoon signed as grantor (in his personal capacity) and grantee (as the authorized representative of Younex). RA, tab 120 (Williams Decl.), Ex. 8 at 13 (Warranty

⁵ GWA maintains that Lot 10184-7 is smaller than Parcel 4, the main easement granted by the United States to build the Plant. Younex’s certificate of title indicates Lot 10184-7 is 39,184 square meters, while the instruments recorded in 1980 indicate Parcel 4 consists of 594,383 square feet (approximately 55,220 square meters).

Deed). Lot 10184-7 includes “Sewer Treatment Plant” in its description and incorporates by reference the Castro Map. *Id.* at 4. Younex mortgaged the property to Military Mutual Aid Association to secure a \$1 million debt. RA, tab 172 at 9 (Dec. & Order) (citing RA, tab 131 (Clark Decl.), Ex. P (Notice Sale Under Mortg., Inst. No. 877367 (Apr. 17, 2015))).

[32] Certificates of title issued by DLM in February 2010 and December 2014 reflect Younex as the fee simple owner of the subdivided lots, including Lot 10184-7, although Lot 10184-7 was noted as “Subject to Sewer Treatment Plant.” *See id.* at 10; RA, tab 264 at 10 (Dec. & Order) (citing RA, tab 120 (Williams Decl.), Ex. 9 (Certs. Title, Feb. 22, 2010), Ex. 10 (Certs. Title, Dec. 11, 2014)).

[33] Between 2014 and 2015, the mortgage was assigned multiple times, ultimately to Core Tech. *See* RA, tab 264 at 10 (Dec. & Order) (citing RA, tab 120 (Williams Decl.), Ex. 11 (Mortg.’s Deed, Inst. No. 872575 (May 4, 2015)); RA, tab 131 (Clark Decl.), Ex. Q (Warranty Deed, Inst. No. 872575 (Dec. 11, 2014)); *id.*, Ex. T (Assignment Mortg. & Loan Doc., Inst. No. 877277 (Apr. 16, 2015)); *id.*, Ex. P (Notice Sale Under Mortg.)). Younex defaulted on the mortgage. Following Younex’s default, Core Tech foreclosed and acquired title via credit bid of \$178,186,301 on May 4, 2015. *See* RA, tab 172 at 10–11 (Dec. & Order) (citing RA, tab 131 (Clark Decl.), Ex. P (Notice Sale Under Mortg.); RA, tab 120 (Williams Decl.), Ex. 11 (Mortgagee’s Deed)). That same day, “Core Tech filed a Mortgagee’s Deed, which stated that ‘the Mortgagee . . . hereby TRANSFERS, SELLS, and, CONVEYS to . . . [Core Tech], all right, title, and interests of . . . [Younex] (the Mortgagor), and all the right, title, and interest of any party who has or may have an interest or claim in the Property . . . which is subject to the Mortgage.’” *Id.* at 11 (quoting RA, tab 120 (Williams Decl.), Ex. 11 (Mortgagee’s Deed)). Several months before the foreclosure and sale, Younex executed a warranty deed to HL Corporation, Inc. at Core Tech’s direction. *See* RA, tab

131 (Clark Decl.), Ex. Q (Warranty Deed, Inst. No. 872575); *id.*, Ex. R at 1–4 (Dep. Ho Eun, Oct. 28, 2020). This deed removed the “Sewer Treatment Plant” language from the description of Lot 10184-7 and provided that “[a]ny comments by the surveyor on ownership or transfer of the properties as may be shown on maps 782273 and 801070 should and shall be ignored.” RA, tab 131 (Clark Decl.), Ex. Q at 2 (Warranty Deed, Inst. No. 872575, Ex. A at 8 (Legal Descriptions, Dec. 11, 2014)).

11. GWA completes a retracement survey of the Plant Property and requests another extension from the Governor

[34] On February 26, 2016, GWA recorded a retracement survey for Parcels 3 and 4 by Instrument No. 889242. RA, tab 264 at 16 (Dec. & Order) (citing RA, tab 244 (Jacob Decl., Feb. 13, 2023), Ex. A (Ownership & Encumbrance Rep., Aug. 31, 2018)). On June 13, 2017, GWA recorded a “land registration survey map, Instrument No. 908387,” which “indicates Lots Nos. 10193 and 10194 are formerly Parcel 3 and 4.” *Id.* (citing RA, tab 32 (GWA Pet. Quiet Title), Ex. E (Land Regis. Survey Map Lots 10193 and 10194, June 13, 2017)).

[35] “On July 28, 2017, a time extension for the deadline to complete real estate requirement survey maps under the 1997 Grant Deed and an assignment was recorded as Instrument No. 910396.” *Id.* at 15 (citing RA, tab 249 (Bordallo Decl.), Ex. 4 (Letter), Ex. 5 (Time Extension, July 28, 2017), Ex. 6 (Time Extension, Jan. 8, 2020)). “The time to complete the real estate requirement survey maps was extended [by the Governor] until June 1, 2027.” *Id.* (citing RA, tab 249 (Bordallo Decl.), Ex. 5 at 1 (Time Extension)).

12. Encroachment dispute

[36] In March 2019, after this lawsuit had been filed by GovGuam, GWA began excavating a portion of Lot 10184 and removed Core Tech’s fence between Lots 10184-6 and 10184-7. RA, tab 172 at 11 (Dec. & Order) (citing RA, tab 146 ¶ 4 (Bathan Decl., May 3, 2021)). Core Tech

alleged that it was not until after GWA moved to intervene in this case, around April 2019, that it discovered GWA's alleged encroachment on Lot 10184-6. *Id.* (citing RA, tab 146 ¶ 5 (Bathan Decl.)).

B. Procedural Background

1. The pleadings

[37] This case began as a land registration proceeding to correct allegedly erroneous certificates of title and subsequently expanded to encompass quiet title, inverse condemnation, and declaratory relief claims. In 2018, GovGuam and Michael J. Borja, in his official capacity as Director of DLM, filed a petition in the Superior Court under 21 GCA § 29195 to “amend, cancel and rescind all existing Certificates of Title that pertain to Lot 10184, Dededo.” RA, tab 1 at 10 (Pet. Cancel & Amend Cert. Title). The petition named Core Tech and Younex as defendants. *Id.* at 1. The petition alleged that certificates of title had been erroneously issued to Younex which failed to show certain “interests, easements, rights of way and other restrictions.” *Id.* at 7. The petition alleged that the certificates failed to reflect:

1. The 1980 Lease between GovGuam and the United States for the Plant Property;
2. GovGuam's 1980 Easement on the Plant Property;
3. The 1997 Grant Deed transferring the Plant Property to GWA;
4. The 2002 U.S. Quitclaim Deed to GovGuam;
5. The presence of the Plant;
6. The restriction on return of land in Public Law 22-145;
7. The 2002 GovGuam Quitclaim Deed to GALC, with its reservations; and
8. Several pre-existing easements and roadways.

Id. at 7–8. The petition also alleged certificates of title were erroneously issued to Younex for Lots 10184-2 (Certificate of Title No. 133787) and 10184-8 (Certificate of Title No. 133790), and

a portion of Lot 10184-6 (Certificate of Title No. 124992), which it claimed were owned by GWA. *Id.* at 9.

[38] Core Tech answered but initially raised no counterclaims against GovGuam. *See* RA, tab 8 at 1–6 (Answer Pet. Cancel & Amend Cert. Title, Jan. 23, 2019).

[39] GWA successfully moved to intervene. *See* RA, tab 25 (Mot. Intervene & Mem. Supp., Mar. 25, 2019); RA, tab 28 (Order Grant'g Mot. Intervene, Mar. 28, 2019). GWA then filed a petition to quiet title, alleging it was the owner in fee simple absolute of Lot Nos. 10193 and 10194.⁶ RA, tab 32 at 1-2 (GWA Pet. Quiet Title). The petition asserted that Lots 10193 and 10194 corresponded to Parcels 3 and 4, respectively, in the easement granted from the United States. *See id.* at 3–4. The petition also alleged the 2002 GovGuam Quitclaim Deed to GALC “provided that all existing public rights of way and easements on said land would be retained and would bind the GALC and its successors and assigns and excluded certain property intended for the use of the Guam Waterworks Authority.” *Id.* at 3. GWA prayed for a declaration that it owns Lots 10193 and 10194 in fee simple absolute. *Id.* at 6.

[40] Core Tech answered GWA’s petition and made three counterclaims. RA, tab 53 at 1–6 (Answer & Countercl., May 24, 2019). Count I alleged trespass against GWA, Count II alleged encroachment by GWA, and Count III sought declaratory relief against GWA. *Id.* at 3–6.

[41] Core Tech then amended its answer to include six counterclaims⁷ against both GovGuam and GWA: Inverse Condemnation (Lot 10184-7) [Count I]; Inverse Condemnation (Partial Taking

⁶ Because GWA refers to the Plant Property as “Lot 10194,” *see* RA, tab 32 at 2 (GWA Pet. Quiet Title, Apr. 17, 2019), we generally refer to the land returned to the Torres Estate as “AL-002” rather than “Lot 10184” to avoid confusion. “Lot 5039 and unsurveyed portions of Estates 1540 and 2531,” “Lot AL-002,” and “Lot 10184” are essentially equivalent terms for the same property.

⁷ The first amended answer incorrectly labeled the claims against GWA as “crossclaims.” The trial court denied a motion to dismiss due to this error, and Core Tech filed a second amended answer correcting this mistake. RA, tab 92 (Dec. & Order re GWA’s Mot. Dismiss, June 18, 2020); RA, tab 98 (Core Tech’s Second Am. Answer

- Lot 10184-6) [Count II]; Inverse Condemnation (Sewer Lines and Utilities) [Count III]; Public Law 23-23 [Count IV]; Encroachment [Count V]; and Declaratory Relief [Count VI]. RA, tab 81 at 6–14 (Am. Answer & Countercl., Jan. 10, 2020).

2. The dispositive motions

a. Motions that are not the subject of this appeal

[42] Core Tech moved for summary judgment on GovGuam's petition to amend/cancel/rescind the certificates of title. RA, tab 123 (Mot. Summ. J., Mar. 31, 2021). Core Tech argued the government was attempting to relitigate claims it had lost in Superior Court Case No. CV1124-09. *Id.* at 9. It claimed the Superior Court in Case No. CV1124-09 had already determined that Yoon was a bona fide purchaser for value who had bought Lot AL-002 from the Torres Estate without knowledge of any dispute regarding the deed. *Id.* at 11. The trial court denied this motion. RA, tab 219 (Dec. & Order, Sep. 9, 2022).

[43] Both GWA and GovGuam⁸ moved for summary judgment on all of Core Tech's counterclaims. RA, tab 133 at 1 (Mem. P. & A., Apr. 2, 2021); RA, tab 127 at 1 (Mot. Summ. J., Apr. 2, 2021). The trial court granted in part and denied in part the motions for summary judgment of GovGuam and GWA. RA, tab 172 at 2 (Dec. & Order). The court granted GovGuam's motion on Counts I, II, III, IV, and V (leaving only Count VI). *Id.* at 36. The court granted GWA's motion on Count III as to sewer lines only and denied as to remaining claims regarding other utilities. *Id.* at 37. The trial court also granted GWA's motion for summary judgment on Count IV (leaving

Countercls., July 6, 2020). The trial court also sanctioned the Government for filing a frivolous motion to dismiss. RA, tab 94 (Dec. & Order re DLM's Mot. Dismiss & Mot. Strike, June 22, 2020).

⁸ In its opposition, GovGuam also counter moved for summary judgment on its petition. The court observed that it did not "fully understand this request" and initially deferred ruling on the motion. RA, tab 219 at 9 (Dec. & Order, Sep. 9, 2022). Ultimately the trial court denied the motion, stating the petition to cancel certificates of title would be resolved after GWA's quiet title petition. *See* RA, tab 287 at 6 (Dec. & Order, Apr. 16, 2024).

Counts I and II, and parts of Counts III, V, and VI). *Id.* GWA filed a petition for permission to file interlocutory appeal, which this court denied. CVA22-001, Order at 1–16 (May 27, 2022).

[44] Although this court denied interlocutory review of the trial court’s first summary judgment decision, in the Decision and Order that is under review, the trial court reiterated that several of its prior conclusions were relevant. The trial court stated:

First, Core Tech holds an ownership interest vis a vis the transfer to HL Corp. and the Mortgagee’s Deed it obtained at the foreclosure. Second, the Castro Map creates no property interests for Gov. Guam or GWA. Third, Core Tech did not violate the statute of limitations for its inverse condemnation claims. Fourth, GWA has a water line easement on Parcel L-4. Fifth, the license that the U.S. granted GWA was extinguished upon the July 26, 2002 conveyance from the U.S. to Gov. Guam, and the 1980 General Purpose Lease does not establish GWA’s superior title. Sixth, Core Tech failed to allege a taking by Gov. Guam. Seventh, Gov. Guam failed to establish adverse possession under either 7 GCA §§ 11029 or 11210. Eighth, the United States is not a necessary nor indispensable party.

RA, tab 264 at 11–12 (Dec. & Order) (citations omitted). The trial court’s earlier discussion of the Castro Map, statutes of limitations, and the “license” from the federal government are relevant to this appeal.

b. The motions underlying this appeal

[45] Core Tech also filed a “Motion to Dismiss GWA’s Petition and Motion for Summary Judgment.” RA, tab 130 at 1 (Mot. Dismiss & Summ. J., Apr. 2, 2021). Core Tech moved to dismiss GWA’s petition for quiet title as untimely, or in the alternative for summary judgment on GWA’s quiet title claim. *Id.* Core Tech also moved for summary judgment on its counterclaim for declaratory judgment against both GWA and GovGuam. *Id.* Core Tech argued that GWA had no interest in the properties and that Core Tech had superior title. *Id.*

[46] With leave of the trial court, GWA filed a second motion for summary judgment, this time on its quiet title claim. *See* RA, tab 252 at 1 (GWA’s Mot. Summ. J., Feb. 14, 2023). GWA argued that if the court granted summary judgment in its favor on that claim, then, as a matter of law, it

would also be entitled to summary judgment on all of Core Tech's remaining counterclaims. *Id.* at 18–19.

[47] The United States filed a statement of interest through the U.S. Attorney. RA, tab 166 at 1–13 (Stmt. Int., Aug. 18, 2021). The United States claimed that “[i]f the Plant property at any point ceased to be used by Guam for public benefit, it reverted to the ownership of the United States at that time.” *Id.* at 8. The United States argued that if GovGuam had transferred the Plant Property to GALC, this transfer would have triggered the automatic reverter clause in its 2002 U.S. Quitclaim Deed. *Id.* at 8–9. The United States emphasized that the certificate of title issued to Younex for Lot 10184-7 unambiguously stated the property was subject to the Plant. *Id.* at 9–11. The United States also claimed it was an indispensable party that could not be joined, and if Core Tech wished to challenge “the United States’ interests in and title to real property they must bring an action in federal district court.” *Id.* at 12–13. The trial court ultimately rejected this argument and determined that “the United States [wa]s not a necessary o[r] indispensable party.” RA, tab 172 at 30–36 (Dec. & Order).

[48] The trial court issued a Decision and Order dated August 14, 2023, that addressed both Core Tech's motion for summary judgment and GWA's second motion for summary judgment. RA, tab 264 at 1–38 (Dec. & Order). That Decision and Order is the subject of this interlocutory appeal.

3. The August 14, 2023, Decision & Order

[49] The trial court determined that “any interest in lots at issue here conveyed by [GovGuam] to GWA reverted according to the language of the conveyance document.” RA, tab 264 at 2 (Dec. & Order). The trial court found that GovGuam “also conveyed the same property to third parties, and title to the property eventually ended up in the hands of Core Tech upon Core Tech's reliance

on Certificates of Title issued to Core Tech's predecessor." *Id.* Although the trial court's disposition of the motions for summary judgment was imprecise, when granting permission to appeal, this court interpreted the trial court's decision to grant Core Tech's motion in full and deny GWA's motion in full.⁹

[50] The trial court found the 1980 Lease between GovGuam and the United States granted GovGuam a "license" to use the Plant Property.¹⁰ *Id.* at 5 (emphasis added). The court also found that the 1997 Grant Deed "conveyed all of [GovGuam's] property interest in all surface water and groundwater utility to GWA, including those interests in the easement and the license." *Id.* at 6. The trial court explained that "[t]he 1980 General Purpose Lease granted a license to Gov. Guam" and "[t]he July 2002 Deed from the U.S. to Gov. Guam extinguished the license." *Id.* at 12. But then the trial court found that "[t]he 1997 Grant Deed does not mention the 1980 General Purpose Lease." *Id.* at 14. The court also found that "Core Tech holds an ownership interest in AL-002 vis a vis the transfer to HL Corporation and the Mortgagee's Deed." *Id.* at 15. Finally, the court found that "[a] land registration survey map, Instrument No. 908387, indicates Lot Nos. 10193 and 10194 are formerly Parcel 3 and Parcel 4." *Id.* at 16.

[51] Turning to the legal claims the parties raised, the trial court determined that the statute of limitations had not run on GWA's quiet title claim. *Id.* at 19. The court then decided that the 1997 Grant Deed includes the Plant Property. *Id.* It found the language of the deed ambiguous and concluded it should construe that ambiguity to favor a transfer of the Plant Property to GWA. *Id.*

⁹ The trial court's subsequent order denying reconsideration added some ambiguity regarding the status of title by stating that "the state of title remains in active litigation" and that the court intended to resolve title and ownership issues before potentially amending or cancelling Certificates of Title. *See* RA, tab 287 at 6 (Dec. & Order). That language did not vacate the August 14, 2023, Decision and Order or alter its disposition of the summary judgment motions. Accordingly, for purposes of interlocutory review, this court construed the August 14, 2023, Decision and Order as granting Core Tech's motion for summary judgment and denying GWA's.

¹⁰ As discussed below, this is likely incorrect because a lease is not a license. The lease here granted a leasehold in name as well as substance.

at 21. The court determined that title passed to GWA by operation of law under Guam's after-acquired title statute (21 GCA § 4203 (2005)) when the United States quitclaimed AJKD to GovGuam. *Id.* at 22. The trial court further determined that GWA was granted a fee simple determinable estate because of the "condition that real estate requirement survey maps be completed or else such lots 'shall revert automatically to the Government of Guam.'" *Id.* at 23, 26 (quoting RA, tab 131 (Clark Decl.), Ex. G at 38 (Grant Deed)). The court emphasized that "[a] thorough review of the entire 1997 Deed confirms the full intent of Gov. Guam that an automatic reversion would occur, making the conveyed title as a fee simple determinable." *Id.* at 26.

[52] The court rejected the argument that the condition was satisfied by the 1980 real estate requirement surveys for the 1980 Lease and 1980 Easement. *Id.* at 27–28. The court appears to have found it dispositive that the 1997 Grant Deed contained "no language incorporat[ing] prior, existing maps drawn for different parties and purposes as qualifying for the mandatory 'real estate requirement map(s).'" *Id.* The court then concluded that "based on the plain language of the 1997 Grant Deed, it was still necessary for GWA to have completed a real estate requirement map for the NDWWTP to prevent that property from reverting to Gov. Guam." *Id.* at 28. The trial court found that "[i]n simple terms, when GWA failed to get an extension after 2009, the automatic reversion language of the 1997 Grant Deed activated." *Id.*

[53] The trial court then considered Core Tech's title, concluding that "Core Tech may rely on the After-Acquired Title Doctrine." *Id.* The court acknowledged the general rule against quitclaim deeds conveying any future interest but emphasized that the quitclaim deeds in this case "contain[ed] the critical language missing from the quitclaim deed in *Camacho*—'grant.'" *Id.* at 30 (citing *Camacho v. Perez*, 2017 Guam 16). The court emphasized that "[i]f the purpose of the

after-acquired title doctrine is to ‘shield the innocent,’ it appears improper, if not illegal under public laws returning excess federal law [sic], for Gov. Guam or an agency thereof to nullify the conveyance made to original landowners and their grantees.” *Id.* at 30–31. The court determined that Core Tech was a bona fide purchaser for value, and because Younex had registered title to the Plant Property, “GWA’s operation of the NDWWTP does not preclude Core Tech from receiving protection under the Registration Act.” *Id.* at 33. The trial court also emphasized the importance of GovGuam’s prior acknowledgment of Yoon’s bona fide purchaser status in CV1124-09. *Id.* at 33–34.

[54] The trial court concluded:

On Core Tech’s Motion for Summary Judgment motion against GWA and GWA’s second Motion for Summary Judgment, the Court determines that (1) the 1997 Grant Deed from Gov. Guam to GWA included the property upon which the NDWWTP sits; (2) GWA received title in 2001 when the federal government conveyed title to Gov. Guam; (3) Gov. Guam granted GWA fee simple determinable title in the 1996 Grant Deed; (4) the 1997 Grant Deed required GWA to complete real estate survey requirement maps, but GWA failed to complete the maps within an extended timeframe; (5) the After-Acquired Title Doctrine applies to Core Tech’s predecessors, and thus, to Core Tech; (6) the Land Title Registration Act protects Core Tech; and (7) the Law of the Case Doctrine does not preclude the Court from reaching these conclusions. The Court GRANTS Core Tech’s motion and DENIES GWA’s motion relative to the above findings.

Id. at 37. We interpret this language to mean the trial court granted Core Tech’s motion in full and denied GWA’s in full.

4. The trial court denies reconsideration, and GWA appeals

[55] After the trial court’s decision, GWA and Core Tech filed motions to reconsider. RA, tab 287 at 1 (Dec. & Order, Apr. 16, 2024). The trial court denied both motions. Most arguments raised by the parties were summarily rejected. The court emphasized that “[b]ecause the Quitclaim Deeds granted the GALC and then the Torres Estate an interest in the subject properties, there was no barrier to applying the after-acquired title doctrine.” *Id.* at 5.

[56] GWA then filed a petition for permission to file an interlocutory appeal, which this court granted.¹¹

II. JURISDICTION

[57] We have authority to review all justiciable controversies, including final orders. 7 GCA § 3107 (2005); 48 U.S.C.A. § 1424-1(a)(2) (Westlaw through Pub. L. 119-117 (2026)). Orders other than final judgments must meet the requirements of 7 GCA § 3108(b). 7 GCA § 3108(b) (2005); Guam R. App. P. 4.2. This court may exercise its discretion to grant a petition for permission for interlocutory appeal if “resolution of the questions of law on which the order is based will: (1) Materially advance the termination of the litigation or clarify further proceedings therein; (2) Protect a party from substantial and irreparable injury; or (3) Clarify issues of general important in the administration of justice.” 7 GCA § 3108(b). This court previously determined that the “narrow issue” raised by GWA “presents a question of law that will materially advance the termination of the litigation or clarify further proceedings.” Order at 10 (Jan. 10, 2025); *see also* 7 GCA § 3108(b)(1).

III. STANDARD OF REVIEW

[58] “The interpretation of a contract or deed for land is a matter of law reviewed *de novo*.” *Aflague v. Moylan*, 2020 Guam 18 ¶ 9 (citing *Guam Resorts, Inc. v. G.C. Corp.*, 2013 Guam 18 ¶ 34; *Gutierrez*, 2015 Guam 8 ¶¶ 11–13, 22). We likewise review the trial court’s application of real property law *de novo*. *See Taitano v. Lujan*, 2005 Guam 26 ¶ 11.

¹¹ Amicus briefs were filed in support of granting GWA’s petition and supporting GWA’s position on appeal. The Governor’s amicus brief argues that “those provisions in the deed purporting to attach conditions to the conveyance, including the reversionary clause, are in clear derogation of the express language of 12 GCA § 14110.” Gov. Amicus Br. at 2 (May 7, 2025). The Legislature argues Guam Public Laws 22-145:8, 23-141, and 24-171 “Mandated that Property Used for Public Utilities Could Not Be Released to Ancestral Landowners.” *See* Legis. Amicus Br. at 9–10 (May 7, 2025). The Public Utilities Commission of Guam (“PUC”) argues that GWA’s loss of the Plant Property would destroy regulatory oversight and cause a bond default. PUC Amicus Br. at 5–13 (May 7, 2025). The Center for Water Security and Cooperation (“Center”) argues that the trial court’s decision “failed to consider the impact of its decision on Guam’s water security.” Center Amicus Br. at 7–18 (May 7, 2025).

[59] This court also reviews *de novo* the Superior Court's decisions on cross-motions for summary judgment. See *Crowe v. Or. State Bar*, 112 F.4th 1218, 1229 (9th Cir. 2024). "Cross motions for summary judgment are to be treated separately; the denial of one does not require the grant of another." *Buell Cabinet Co., Inc. v. Sudduth*, 608 F.2d 431, 433 (10th Cir. 1979); accord *Defs. of Wildlife v. N.C. Dep't of Transp.*, 762 F.3d 374, 392 (4th Cir. 2014) ("Because the district court's grant of summary judgment disposed of cross-motions for summary judgment, 'we consider each motion separately on its own merits to determine whether either of the parties deserves judgment as a matter of law.'" (quoting *Bacon v. City of Richmond, Va.*, 475 F.3d 633, 638 (4th Cir. 2007))). Summary judgment is proper only "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." *Unpingco v. Derry*, 2021 Guam 1 ¶ 9 (quoting former Guam R. Civ. P. 56(c)). "In rendering a decision on a motion for summary judgment, the court must draw inferences and view the evidence in a light most favorable to the non-moving party." *In re Certificate of Title No. 134390*, 2021 Guam 19 ¶ 49 (quoting *Island Eye Ctr., Inc. v. Lombard*, 2020 Guam 32 ¶ 32).

[60] Generally, "[t]he question of whether there has been an inverse condemnation is a mixed question of law and fact." *Gutierrez v. Guam Power Auth.*, 2013 Guam 1 ¶ 8. When an inverse condemnation claim is resolved as a matter of law on summary judgment, we review *de novo*. See *Moden v. United States*, 404 F.3d 1335, 1342 (Fed. Cir. 2005) ("We review a grant of summary judgment in a takings case *de novo*. . . . [D]ue to the fact-intensive nature of takings cases, summary judgment should not be granted precipitously." (citations omitted)); see also *Rodway v. USDA*, 482 F.2d 722, 727 (D.C. Cir. 1973) (stating on motion for summary judgment, "court may not

weigh or resolve issues of fact”). “A decision to grant or deny declaratory relief is reviewed *de novo*.” *Guam Yun Shan Enters., Inc. v. Shenzhen Dev. Bank, Ltd.*, 1998 Guam 21 ¶ 4.

IV. ANALYSIS

[61] We have exercised our discretion to grant interlocutory review of the “narrow issue” presented by GWA: “Did the Superior Court err in finding Core Tech holds title to the Plant property as a matter of law?” Order at 10 (Jan. 10, 2025). The eight merits briefs—on top of six briefs addressing jurisdiction—underscore this case involves complex legal and factual issues of significant importance to the island of Guam.¹²

[62] The trial court decided that Core Tech could bring its claims arising from GovGuam’s alleged transfer of title to the Plant Property—despite clear statements that neither GovGuam nor the United States ever intended for this land to be returned to ancestral landowners. The trial court’s decision contains several legal errors in concluding that Core Tech was entitled to summary judgement on GWA’s quiet title claim and to declaratory and monetary relief for a government taking.

[63] Because (1) GovGuam conveyed all of its present and future interests in the Plant and Plant Property to GWA under the 1997 Grant Deed, (2) the automatic reverter clause in the 1997 Grant Deed does not apply to the Plant Property, and (3) Core Tech’s reliance on the Land Registration Act is misplaced, we hold that GWA is entitled to quiet title to the Plant Property as a matter of law.¹³ We reverse the trial court’s denial of summary judgment to GWA on its quiet

¹² There are, however, two arguments we can dismiss summarily. First, GWA is correct that the statute of limitations does not run against a party in possession of the disputed land in a quiet title action. *See* GWA’s Reply Br. at 27–28 (July 18, 2025); *see also* 43 Cal. Jur. 3d *Limitation of Actions* § 105, Westlaw (database updated Aug. 2026). Second, we also agree with GWA that Core Tech’s *res judicata* argument is beyond the scope of this interlocutory appeal and, in any event, claim preclusion does not apply where GWA was not a party to the prior litigation. *See* GWA’s Reply Br. at 28–29.

¹³ The concurrence agrees that GovGuam conveyed all of its present and future interests in the Plant and Plant Property to GWA under the 1997 Grant Deed and that Core Tech’s reliance on the Land Registration Act is

title claim (and the corresponding grant of summary judgment to Core Tech), as GWA holds superior title to the Plant Property as a matter of law. We also vacate the trial court's decision on Core Tech's claim for declaratory relief. But given the interlocutory posture of this appeal, the trial court's decision denying summary judgment on the inverse condemnation claims stands, and we remand for the trial court to resolve the remaining factual and legal issues underlying Core Tech's inverse condemnation claims.

A. The Plant Property Was Included in the 1997 Grant Deed

[64] A threshold question is whether the Plant Property was included in the 1997 Grant Deed conveyance between GovGuam and GWA. Core Tech argues—for the first time on appeal—that the 1997 Grant Deed did not include the Plant Property because it transferred only severed portions of specifically enumerated lots, and the Plant Property was not among them. *See* Core Tech's Br. at 15; RA, tab 131 (Clark Decl.), Ex. G at 1–34 (Grant Deed). It further contends that the 1997 Grant Deed reflects an “intent to transfer the 1980 Easement, not a fee simple interest in property being leased” for the Plant. Core Tech's Br. at 16. GWA argues that “the 1997 Grant Deed conveyed the Plant Property via two grants – one specific, one general – and confirmed that the grant was ‘in and to the same forever, subject to the laws of the Territory of Guam.’” GWA's Br. at 24 (Apr. 28, 2025) (quoting RA, tab 131 (Clark Decl.), Ex. G at 34 (Grant Deed)).

[65] GWA is correct that the 1997 Grant Deed included the Plant Property. For summary judgment, Core Tech did not dispute that the 1997 Grant Deed purported to grant a fee estate in the Plant Property. *See* RA, tab 148 at 11 (Core Tech's Opp'n Mot. Summ. J., May 3, 2021)

misplaced. The concurrence also agrees with the result the majority reaches; however, the concurring opinion addresses additional issues it believes underscore why GWA is entitled to judgment as a matter of law on its claim to quiet its title to the Plant Property. Because the majority considers such discussion to be dicta, we do not address whether the 1997 Grant Deed's requirements were satisfied or whether the automatic reverter clause should be interpreted as creating a right of reentry. We expressly take no position on these matters.

(“Whatever interest GWA had in the property under the 1997 Deed automatically reverted to the Government when GWA failed to conduct a real estate requirements survey map as required by the deed.”); *see also* RA, tab 264 at 21–22 n.7 (Dec. & Order) (“*Core Tech has admitted GWA’s allegation that the 1997 Grant Deed conveyed title to the Plant Property to GWA.* Core Tech’s Motion for Summary Judgment made no mention of the 1997 Grant Deed, omitting the NDWWTP, and to the contrary, argued that the 1997 Grant Deed was unambiguous as part of its primary arguments, which focused on other issues and not the alleged lack of conveyance.” (emphasis added) (citations omitted)). The absence of genuine dispute at summary judgment that the 1997 Grant Deed included the Plant Property is dispositive of this threshold issue on appeal. For purposes of summary judgment, Core Tech admitted that the 1997 Grant Deed included the Plant Property and purported to convey title to GWA.

[66] Even if we were to look past Core Tech’s admission, the 1997 Grant Deed is unambiguous on this point. The 1997 Grant Deed provides that all surface waters and ground waters are public assets and that the priority is for the use or resale of GWA. RA, tab 131 (Clark Decl.), Ex. G at 1 (Grant Deed). The deed uses the unambiguous language “*grant, transfer, assign, and convey* to the Guam Waterworks Authority . . . in *fee simple absolute*,” when referencing the 205 identified lots. *Id.* at 2 (emphasis added). Deed Entry 195 identifies the “Northern District Sewage Treatment Plant, Harmon” and specifically references Map/Instrument Drawing Numbers 312261 and 312262. *Id.* at 32. Those Instrument Drawing Numbers correspond to the 1980 Lease and 1980 Easement recorded with the DLM, both of which concern the Plant Property. By incorporating those instruments into Deed Entry 195, the 1997 Grant Deed identifies the Plant Property as one of the interests conveyed to GWA.

[67] The 1997 Grant Deed also generally conveyed all GovGuam's rights, title, and interest "in fee absolute forever" in a broad range of property interests associated with Guam's water and wastewater-related property interests. *Id.* at 35–36. This included all known and identified public easements and rights-of-way for sewer and water systems; surface and groundwater resources; aquifer systems and management zones; and government lands reserved for public utility use, including those referenced in Public Law 22-18. *Id.* The deed also transferred reversionary interests, remainders, and all claims in law or equity, in perpetuity, subject to the laws of Guam. *Id.* at 34–37. The 1997 Grant Deed adds that the property—whether described specifically or generally—is granted, transferred, assigned, and conveyed together with all associated improvements, easements, water and sewer rights-of-way, buildings, facilities, fixtures, appurtenances, and "all the estate, rights, title, interest, property, claim and demand of" GovGuam to GWA "forever." *Id.* at 37.

1. Principles governing deed interpretation

[68] As with contracts, we interpret deeds to give effect to the parties' intentions at the time of execution, taking the entire instrument together as a whole. *See Cruz v. Cruz*, 2022 Guam 7 ¶ 24. "When faced with allegations of ambiguity, this court turns to canons of construction and related presumptions." *Est. of Gogue v. Pangelinan*, 2020 Guam 26 ¶ 27 (per curiam). Because much of Guam's statutory framework governing real property was adopted from the California Civil Code, California real property case law is generally persuasive.¹⁴ *See Burkhart v. Miranda*, 2013 Guam 2 ¶ 20. The California Supreme Court's decision in *City of Manhattan Beach v. Superior Court* provides useful guidance on the framework for determining whether the conveyance in a deed is

¹⁴ The most notable exception is that although the California Supreme Court adopted the modern approach to interpreting written instruments, "even with statutory language similar to ours, Guam's case law is clear that the 'plain meaning' or traditional approach is what we are bound to follow" *Wasson v. Berg*, 2007 Guam 16 ¶ 17.

ambiguous. *See* 914 P.2d 160, 162 (Cal. 1996); *see also Est. of Gogue*, 2020 Guam 26 ¶ 27 (applying similar analytical framework to different question). Under *Manhattan Beach*, the order of operations is as follows: (1) begin with the “operative words” of the granting clause, (2) consider the instrument as a whole by examining the remainder of the conveyance, and (3) if necessary, turn to the statutory rules governing the interpretation of deeds. 914 P.2d at 164–67. If, after canvassing the four corners of the deed, it remains susceptible to more than one reasonable interpretation, it is ambiguous, and resort may be had to extrinsic evidence. *See id.* at 164.

[69] Application of the *Manhattan Beach* framework establishes that the parties unambiguously intended the 1997 Grant Deed to convey any and all interest GovGuam had or later acquired in the Plant Property. In other words, the deed granted GWA a fee simple interest. The starting point is the operative words of the granting clause. *See id.* at 164–65. The 1997 Grant Deed’s granting clause uses the words: “*grant, transfer, assign, and convey . . . in fee simple absolute.*” RA, tab 131 (Clark Decl.), Ex. G at 2 (Grant Deed) (emphases added). This language is inconsistent with granting less than a fee estate.

[70] Looking to “the remainder of the conveyance,” *Manhattan Beach*, 914 P.2d at 165, the 1997 Grant Deed contains no language that purports to grant less than a fee estate. This is highlighted by the portion of the deed that purports to grant easements in fee simple absolute. *See* RA, tab 131 (Clark Decl.), Ex. G at 35 (Grant Deed). The 1997 Grant Deed also conveys fee estates in all “[a]ll . . . water or sewer resources . . . with any leases . . . [or] easements,” and “[a]ll government lands reserved for the future use of the government of Guam.” *Id.* at 35–36. Thus, when read as a whole, four provisions identify the Plant Property and purport to grant a fee estate in it: (1) the express identification of the Plant Property as Deed Entry 195, (2) the transfer of easements, including “all land connecting and running with any water or sewer systems,” (3) the

transfer of all water resources, including “[a]ll . . . water or sewer resources . . . with any leases [or] easements,” and (4) the transfer of “[a]ll government lands reserved for the future use of the government of Guam.” The 1997 Grant Deed contains no conveyance of any real property interest in less than fee simple absolute—even for interests typically incompatible with fee ownership, such as easements or leases.

2. Application of statutory rules confirms the parties’ intent to convey a fee interest in the Plant Property

[71] Applying the relevant statutory rules of construction referenced in *Manhattan Beach*, which are mirrored in Guam law, further reinforces that the parties intended the 1997 Grant Deed to convey a fee interest in the Plant Property. First, because the instrument is a grant deed, “the law presumes ‘[a] fee simple title is . . . intended to pass by a grant of real property, unless it appears from the grant that a lesser estate was intended.’” *See Manhattan Beach*, 914 P.2d at 167 (alterations in original) (quoting Cal. Civ. Code § 1105); *see also* 21 GCA § 4202 (2005) (similar). Nothing in the grant appears to express an intent to convey a lesser estate. If granting fee simple ownership in an easement or lease were deemed “absolutely irreconcilable,” the former would control—here, the granting clause conveying the Plant Property under Deed Entry 195 in fee simple absolute. *See* 19 GCA § 40405 (2005). Even if the allegedly ambiguous language of the 1997 Grant Deed were treated as a “modifying or limiting clause,” such a clause “of doubtful import” cannot diminish the fee contemplated by the granting clause, which here unambiguously purports to grant a fee simple estate. *See Manhattan Beach*, 914 P.2d at 167. Because “doubtful clauses in the deed are to be construed most strongly against the grantor, and as favorably to the grantee as the language, construed in the light of the surrounding facts, will justify,” any ambiguity should be resolved in favor of a fee conveyance, so long as it is consistent with the deed’s plain

language. *Id.* (citation omitted). This is easily done here because the plain language of the deed contemplates nothing less than a fee estate.¹⁵

[72] Furthermore, this court can consider the circumstances surrounding the deed's execution when determining the parties' intent. *See* 6 GCA §§ 2511(2), 2515 (2005); *see also James B. House Living Tr. v. Thompson*, 217 P.3d 228, 231 (Or. Ct. App. 2009) ("In determining whether a term in a deed is ambiguous, the court can consider evidence of the circumstances surrounding its execution.").¹⁶ "If any doubt exists as to the intention of the grantor, it is the duty of the court to assume as nearly as possible the position of the parties by considering the circumstances under which the instrument was executed, including the situation of the subject matter and of the parties to it, and to interpret the words used in the instrument in the light of those circumstances." 26 Cal. Jur. 3d *Deeds* § 164, Westlaw (database updated Aug. 2026) (footnote omitted). These surrounding circumstances include the abolition of PUAG and the creation of GWA, with the legislative mandate that GWA was required to assume in writing from GovGuam and PUAG "all real property under the Agency's administration." Guam P.L. 23-119; 12 GCA § 14110(a)(1) (2005).

[73] All "these statutory principles tend to weight the 'fee' side of the calculus," and individually and collectively they are "dispositive of the parties' intent, the ultimate interpretive touchstone." *See Manhattan Beach*, 914 P.2d at 167. After canvassing the four corners of this

¹⁵ Although Core Tech argues this rule does not apply when the grantor is the government, Core Tech's Br. at 18 (June 27, 2025), it offers no persuasive reason it should not apply when both parties are government entities.

¹⁶ Oregon's parol evidence statutes are similar to Guam's. *Torres v. Torres*, 2005 Guam 22 ¶ 30. Because we seek to determine whether the deed is ambiguous, we need not grapple with the question of how the "plain meaning rule" interacts with these provisions. *See* 1 Witkin, Summary of Cal. Law *Contracts* § 771 (11th ed. 2026) ("This rule of construction was formerly limited by the 'plain meaning rule'; i.e., where the language of an integrated writing was clear, evidence of circumstances was inadmissible to establish a meaning contrary to the words used."); *see also Wasson*, 2007 Guam 16 ¶¶ 16–17 (adopting plain meaning rule, but not discussing exceptions listed in 6 GCA § 2511(2)); *Unified Int. v. PacAir Props., Inc.*, 2017 Guam 9 ¶ 35 (stating that general rule established in *Wasson* does not apply because of explicit exception carved out in 6 GCA § 2511(2)).

deed, the only reasonable conclusion is that the parties intended for the deed to grant a fee estate in the Plant Property. The 1997 Grant Deed purports to “*grant, transfer, assign, and convey* to the Guam Waterworks Authority . . . *in fee simple absolute*,” a “lot” identified as “Easement, Northern District Sewage Treatment Plant, Harmon, USAF Grant of Easement” (i.e., Deed Entry 195), together with “all the estate, rights, title, interest, property, claim and demand” of the grantor “forever.” This description is sufficient to identify the Plant Property. Any doubts about whether the Plant Property was intended to be included are dispelled by the general grant of easements, water resources, and public lands.

3. Core Tech’s other arguments

[74] Core Tech claims that the 1997 Grant Deed purported to transfer a license rather than an easement, and that because a license cannot be transferred, it transferred no interest in the Plant Property to GWA. This is wrong for several reasons. First, as a matter of law, a lease and a license are distinct. *E.g., O’Shea v. Claude C. Wood Co.*, 159 Cal. Rptr. 125, 128 (Ct. App. 1979) (“If the contract gives exclusive possession of the premises against all the world, including the owner, it is a lease. If it merely confers a privilege to occupy under the owner it is a license.”). Despite the Air Force referring to the 1980 Easement and Lease by “license number,” the documents themselves unambiguously convey a leasehold and not a license. *See* RA, tab 131 (Clark Decl.), Ex. F at 6 (Gen. Purpose Lease) (“The Government shall have access to the Leased Property at all reasonable times for any purpose not inconsistent with *the quiet use and enjoyment thereof by Lessee*, including but not limited to, the purpose of inspection.” (emphasis added)).

[75] Second, even assuming GovGuam had been given a license (which contravenes the plain language of the relevant instruments), a license essentially becomes an easement—and is transferable—after a party has “made substantial expenditures in reliance on a license.” *See*

Noronha v. Stewart, 245 Cal. Rptr. 94, 96–97 (Ct. App. 1988) (“The plaintiffs argue that no easement exists that can pass to the defendants as [grantor’s] permission to build the wall was never reduced to writing. While [grantor’s] oral promise may have lacked the formal requirements necessary to create an easement, it undeniably constituted a license. And where a party has made substantial expenditures in reliance on a license, the license acts, for all purposes, as an easement, estopping the grantor and his successor from revoking it.” (footnote omitted)).¹⁷ It can hardly be disputed that GovGuam has made substantial expenditures—totaling millions of dollars—in reliance on its agreement with the United States. Even if Core Tech were correct that GovGuam was merely granted a license, such a license would be irrevocable and transferable.

[76] Core Tech also contends that any purported description of the Plant Property in the 1997 Grant Deed is void for uncertainty. GWA is correct that this issue is raised for the first time on appeal and should not be addressed. But in any event, a description is generally sufficient “if a competent surveyor can take the deed and locate the land on the ground . . . with or without the aid of extrinsic evidence.” *See Blume v. MacGregor*, 148 P.2d 656, 661 (Cal. Dist. Ct. App. 1944). Because a competent surveyor used the deed to locate the land when conducting the retracement survey, the 1997 Grant Deed is not void for uncertainty of description.

[77] The 1997 Grant Deed describes the Plant Property through the instruments incorporated by reference. *See Alfaro v. Cmty. Hous. Improvement Sys. & Plan. Ass’n, Inc.*, 124 Cal. Rptr. 3d 271, 290 (Ct. App. 2009) (“It is settled that a deed can incorporate the description of property in a map

¹⁷ At first glance, this holding from *Noronha* may appear to cut against this court’s decision in *Gutierrez v. Guam Power Authority*, 2013 Guam 1 ¶¶ 21–31, where the court found GPA’s license from the Navy to erect powerlines outside recorded easements on ancestral land was not irrevocable. But the *Gutierrez* decision hinges on the fact there appeared to be “no written record of the Navy’s grant of permission to GPA upon which Gutierrez could be said to have record notice concerning such use of the property.” *Gutierrez v. Guam Power Auth.*, 2013 Guam 1 ¶ 30. That is readily distinguishable from the facts of this case, where the written 1980 Lease between GovGuam and the United States was recorded. Even if the trial court could have properly construed a lease as a license, that license would be irrevocable because everyone—GWA, GovGuam, GALC, the Torres Estate, and Yoon—was on notice of the recorded lease and existence of the Plant.

or other document by sufficiently specific reference.”). The 1997 Grant Deed’s inclusion of the 1980 Easement and Lease, by incorporating reference, sufficiently described the Plant Property, identified as Parcels 3 and 4 in the 1980 real estate requirements survey and map for the 1980 Easement. As discussed below, because the 1997 Grant Deed included the Plant Property, the trial court correctly determined that all of GovGuam’s present and future interests in the Plant Property were transferred to GWA.

B. The 1997 Grant Deed’s Real Estate Requirement Survey and Map Condition Did Not Apply to the Plant Property

1. Provisions in the 1997 Grant Deed regarding real estate requirement map(s)

[78] The 1997 Grant Deed grants to GWA “in fee simple absolute, the real property interests *for only that area required by [GWA], the severance of which (“real estate requirement map(s))”* shall be pursuant to the covenants expressed herein for the lots identified below” RA, tab 131 (Clark Decl.), Ex. G at 2 (Grant Deed) (emphases added). Among the 205 “lots” identified, Deed Entry 195 references “Map/Instrument Drawing Numbers 312261 and 312262,” which correspond to the 1980 Lease and 1980 Easement recorded with DLM. *See id.*, Ex. G at 32 (Grant Deed); *id.*, Ex. E (Grant of Easement); *id.*, Ex. F (Gen. Purpose Lease).

[79] As for the real estate requirement map(s), the 1997 Grant Deed provides:

All parties to this Grant Deed agree that the “real estate requirement survey map(s)” will be completed within five years from the date of the filing of this Grant Deed, unless an extension is granted by the Director of [DLM] and the Governor Guam. All lots for which the “real estate requirement map(s)” has not been completed *shall revert automatically to the Government of Guam.*

Grantee [GWA] expressly reserves the exclusive right to determine its real estate requirements, both existing and future, subject only to the approval of [DLM] and the Governor of Guam. However, it is specifically covenanted by Grantor [GovGuam] that Grantee’s [GWA’s] determination of its real estate requirements will be respected and deferred to, and that said approvals shall not be unreasonably withheld.

Id., Ex. G at 37–38 (Grant Deed) (emphasis added). Having outlined the deed's relevant provisions, we turn to whether the automatic reverter and survey requirement applied to the Plant Property.

2. The 1997 Grant Deed's automatic reverter provision applied only to unregistered and unsurveyed lots

[80] GWA argues that, unlike other properties conveyed in the 1997 Grant Deed, the specific area required for operation of the Plant was already defined in the deed itself and the referenced survey maps. *See* GWA's Br. at 32–33. GWA maintains that the recorded 1980 Easement and 1980 Lease—incorporated by reference into the 1997 Grant Deed—define the Plant Property by metes and bounds and are reflected in the existing real estate requirements survey maps for Parcels 3 and 4, as well as the perpetual easements conveyed to GWA. *See id.* We agree.

[81] Although Deed Entry 195 (the 1980 Lease and 1980 Easement) is listed among the 205 “lots” in the 1997 Grant Deed to which the real estate requirement map process ostensibly applied, the automatic reverter provision did not govern the Plant Property. By 1997, the Plant Property had been registered, surveyed, and mapped in connection with the recorded 1980 Easement, which identified it as necessary for Guam's sewer infrastructure. *See* RA, tab 283 (Borja Decl., Nov. 30, 2023), Ex. 1 (Cert. Title, Oct. 28, 1952); RA, tab 131 (Clark Decl.), Ex. E (Grant of Easement); *id.*, Ex. F (Gen. Purpose Lease). These existing surveys and maps—together with the undisputed fact that the property was the site of the Northern District Wastewater Treatment Plant—indicate that the parcel was already “required” for GWA's operations and therefore fell outside the category of unsurveyed, undivided, and unregistered properties the reverter was meant to address.

[82] This interpretation is supported by the surrounding context of the 1997 Grant Deed, including GWA Board of Directors Resolution No. 97-13, which is incorporated by reference into

the deed.¹⁸ *See* RA, tab 131 (Clark Decl.), Ex. G at 37 (Grant Deed), GWA Res. No. 97-13. According to Resolution No. 97-13, several of the real property interests conveyed under Public Law 23-119 included unsurveyed, undivided, and unregistered properties previously reserved for use by other public agencies.¹⁹ *See id.*, Ex. G (Grant Deed), GWA Res. No. 97-13. The resolution affirmed GWA's agreement to collaborate with DLM to survey and divide these properties, understanding that portions reserved for other agencies would later be severed and transferred to them under Guam law. *See id.*, Ex. G at 37 (Grant Deed), GWA Res. No. 97-13. Given this context, the survey requirement applied only to the conveyed parcels that were unsurveyed, undivided, and unregistered. GWA convincingly argues that the Plant Property was "not one of those properties" because "[i]t had already been surveyed, divided, recorded and used as a critical piece of water infrastructure for over a decade." *See* GWA's Reply Br. at 13 (July 18, 2025).

[83] The Plant Property was initially registered by the United States in 1952. *See* RA, tab 283 (Borja Decl.), Ex. 1 (Cert. Title). The United States also recorded a "real estate requirements" map including the Plant Property when it recorded the 1980 Lease and 1980 Easement. *See* RA, tab 131 (Clark Decl.), Ex. E (Grant of Easement), Ex. F (Gen. Purpose Lease). The 1980 Easement attached the real estate requirements map and specified that the mapped property was to be used

¹⁸ Once again, we need not grapple with the "plain meaning rule" because "[a] secondary document becomes part of a contract as though recited verbatim when it is incorporated into the contract by reference" *King v. Larsen Realty, Inc.*, 175 Cal. Rptr. 226, 231 (Ct. App. 1981).

¹⁹ The GWA Board of Directors Resolution No. 97-13 states:

[S]everal of the real property interests contemplated by Public Law 23-119 include portions of properties that have previously been reserved for use by other public agencies, and that said properties are, and continue to be, unsurveyed, undivided, and unregistered. . . . GWA is receiving the conveyance of properties contained in the Grant Deed with the full understanding that the Grant Deed includes portions of unsurveyed, undivided, and unregistered properties that have been reserved for use by other public agencies, and that in cooperation with DLM, GWA shall combine its resources to survey, divide, and register any reserved or excess properties, and that upon completion of the survey, division, and registration of the properties, the proportionate amounts reserved by other agencies will be severed out to said agencies pursuant to Guam law.

RA, tab 131 (Clark Decl.), Ex. G at 37 (Grant Deed), GWA Res. No. 97-13.

for the construction and operation, maintenance, and replacement of sewer infrastructure—including a pumping station, force main, outfall, and sewer lines. *See id.*, Ex. E at 2 (Grant of Easement). The 1997 Grant Deed identifies the “Northern District Sewage Treatment Plant” in Deed Entry 195 “as shown in Map/Instrument Drawing Numbers 312261 and 312262,” which correspond to the 1980 Easement and 1980 Lease. *Id.*, Ex. G at 32 (Grant Deed).

[84] Because the Plant Property had already been surveyed, registered, and specifically designated for public utility use as the site of the Northern District Sewage Treatment Plant by GWA’s predecessor under the 1980 Easement and Lease, it falls outside the category of properties conveyed under Public Law 23-119 that were “unsurveyed, undivided, and unregistered properties that ha[d] been reserved for use by other public agencies.” *See id.*, Ex. G at 37 (Grant Deed), GWA Res. No. 97-1; *see also* GWA’s Br. at 32 (“Given this purpose, there is no reason why any portion of the Plant Property would be severed and returned to Gov. Guam where the Plant was already in full operation and had been for over a decade when the 1997 Grant Deed was executed.”).

[85] Because the 1997 Grant Deed’s real estate requirement survey and map condition did not apply to the Plant Property, title was not subject to automatic reverter, and the trial court erred in finding that it reverted to GovGuam in 2009.²⁰

C. The Trial Court Erred in Finding that Title Passed to Core Tech under the After-Acquired Title Doctrine

[86] The trial court’s conclusion that Core Tech holds superior title to the Plant Property rests on two applications of the after-acquired title doctrine. First, it applied the doctrine in finding that

²⁰ The concurrence concludes that, even assuming the condition applied, GWA substantially complied with it. Embedded into this assumption, however, is a separate complex issue that we need not resolve: whether any provision in a deed to GWA that could work a future forfeiture of GWA property—such as by automatic reverter—would require separate legislative approval. *See* 12 GCA § 14116 (2005); 1 GCA § 1800 (2005); Legis. Amicus Br. at 8.

title passed from GovGuam to GWA under the 1997 Grant Deed when GovGuam obtained title from the United States in 2002. RA, tab 264 at 22 (Dec. & Order). Second, it applied the doctrine in concluding that when title automatically reverted to GovGuam from GWA in 2009—after GWA allegedly failed to complete the required surveys—it passed from GovGuam to GALC via the 2002 GovGuam Quitclaim Deed. *Id.* at 28–31.

[87] Core Tech argues that the trial court need not have relied on the doctrine, urging this court to affirm on alternative grounds—raised for the first time on appeal—that “the Government had title to [AJKD] at the time it conveyed its interest to the GALC.” Core Tech’s Br. at 15. Core Tech further argues that “[e]ven 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.” *Id.* at 19. GWA counters that “even if the Property had reverted in 2009, Core Tech would still not hold title under the after-acquired title doctrine.” GWA’s Br. at 41. As framed by the parties, the question is whether the after-acquired title doctrine should apply to (1) neither deed, (2) just the 1997 Grant Deed, or (3) both the 1997 Grant Deed and the 2002 GovGuam Quitclaim Deed.

[88] Core Tech’s claims do not ultimately turn on the doctrine’s application to the 1997 Grant Deed, but that is the only application that we need to address. Because we hold that the survey and map requirements did not apply to the Plant Property (or, as the concurrence suggests, that they should be treated as creating an unexercised right of reentry and were substantially complied with), GALC (and its successors) did not receive title. We need only determine whether GWA acquired title under the 1997 Grant Deed by operation of law. On summary judgment, Core Tech did not dispute this fact; therefore, it was undisputed that the after-acquired title doctrine applied and GWA obtained title to the Plant Property in 2002. But even setting that aside, the trial court

correctly concluded that the after-acquired title doctrine applied to the 1997 Grant Deed, vesting title in GWA by operation of law in 2002.

1. The after-acquired title doctrine

[89] Generally, “[a] deed may have the effect of passing to the grantee a title that was later acquired by the grantor.” 26A C.J.S. *Deeds* § 281, Westlaw (database updated Apr. 2026). The California Court of Appeal has explained the doctrine of after-acquired title as follows:

The general rule is that if the grantor in a conveyance of real property has no title, a defective title, or an estate less than that which he assumed to grant, but subsequently he acquires the title or estate he purported to convey or perfects his title, the after-acquired or perfected title will inure to the grantee or his successors by way of estoppel, i.e., the grantor is estopped to deny that the after-acquired title passed by his conveyance.

Noronha, 245 Cal. Rptr. at 96 (quoting 1 Ogden’s Revised California Real Property Law § 4.20 (Cont. Ed. Bar 1974)). Thus, “[t]he effect ‘is the same as if it were written upon the face o[f] the instrument that the grantor conveyed all the estate which he then possessed or which he might at any time thereafter acquire.’” *Id.* (citation modified). Also known as the “subsequently acquired title doctrine,” this doctrine is embodied in both common law and statute. “Both the statutory and common law rules apply when the grantor acquires a title or interest inconsistent with the title allegedly conveyed.” 26 Cal. Jur. 3d *Deeds* § 294. But there are important distinctions between the statutory and common law rules. *See Noronha*, 245 Cal. Rptr. at 96 (“The common-law rule, however, survived the enactment of the statute and is considerably broader.” (citation omitted)).

[90] Guam has adopted a statutory rule governing after-acquired title based on California Civil Code § 1106. *See Camacho*, 2017 Guam 16 ¶ 23. Guam’s statute provides: “Where a person purports by proper instrument to grant real property in fee simple, and subsequently acquires any title, or claim of title thereto, the same passes by operation of law to the grantee, or his successors.”

21 GCA § 4203. This statutory rule applies only to grants of fee simple. *See Noronha*, 245 Cal. Rptr. at 96.

[91] Under the common law rule governing after-acquired title, “a covenant of warranty in a deed purporting to convey a definite estate in real property operates to estop the grantor to assert an after-acquired interest in the property against the grantee and those claiming under the grantee.” 26 Cal. Jur. 3d *Deeds* § 291. “[T]he common-law rule is not limited to fee simple conveyances but applies to the transfer of *any* estate when the grantee initially receives a lesser interest than he was induced to believe he had received.” *Noronha*, 245 Cal. Rptr. at 96 (citation omitted).

[92] In previous decisions, this court has suggested that 21 GCA § 4203 is equivalent to the common law rule and “operates on an estoppel theory.” *See Camacho*, 2017 Guam 16 ¶ 23. But this was imprecise. California authorities have observed that “[o]bviously, a deed within the scope of this [statutory] rule estops the grantor to assert any after-acquired title to the property that the grantor assumed to convey, but the [statutory] rule goes beyond the doctrine of estoppel.” 26 Cal. Jur. 3d *Deeds* § 292 (footnote omitted). Although a deed that falls under 21 GCA § 4203 may have the effect of estoppel, the statute is not wholly equitable. Under its California counterpart, “the grantee in a deed purporting to convey property in fee simple takes by operation of law all the title to the property that is subsequently acquired by the grantor.” *Id.* In other words, “[t]he net effect is the same as if the grantor specifically provided in the deed that he conveyed all of the title and estate which he then possessed or which he might at any time thereafter acquire.” *Schwenn v. Kaye*, 202 Cal. Rptr. 374, 376 (Ct. App. 1984).

[93] This distinction may be salient in cases, such as this one, where the grantor “is not attempting to repudiate a prior conveyance.” *See Taitano*, 2005 Guam 26 ¶ 45 n.13. Because GovGuam is not trying to repudiate its prior conveyance to GWA—instead, it is trying to vindicate

it—estoppel is inapplicable. *See id.* (“If the grantor is not attempting to repudiate a prior conveyance, then the [common law] doctrine of subsequently acquired title does not apply.”). But because an estate in real property can be transferred by operation of law without an instrument in writing, 21 GCA § 4101 (2005), parties can intend for deeds containing after-acquired title clauses to transfer property under 21 GCA § 4203 by operation of law without executing a new instrument.²¹ *Cf. In re Est. of Frank*, 189 P.3d 834, 839 (Wash. Ct. App. 2008) (“Washington’s after-acquired title statute permits a grantor to convey its future interest in property through a deed containing an after acquired title clause. After acquired-title clauses allow a grantor to convey a future title even though he does not hold title when he executes the deed. This is a well-established principle in Washington; it is also precisely what happened in this case.” (citations omitted)). Although estoppel may apply only when the grantor attempts to repudiate a prior conveyance, the statute applies also when the grantor intends a prior conveyance to transfer after-acquired property.

[94] This court has recognized that generally, “a quitclaim deed by its very nature conveys only what a grantor has, and a quitclaim deed would not suffice to pass not-yet acquired title.” *Camacho*, 2017 Guam 16 ¶ 25. “The after-acquired title doctrine is applicable if, and only if, the quitclaim instrument contains explicit language that the grantor is conveying a future interest to the grantee.” *Id.* ¶ 33. When such language is present, the deed conveys more than the grantor’s existing interest—it also transfers a future interest, as shown by the explicit terms of the instrument. *Id.*

[95] But it is black-letter law that a deed containing covenants of warranty conveys any subsequently acquired title. *E.g., Dalton v. Hamilton*, 50 Cal. 422, 424–25 (1875). This court has

²¹ Of course, the better practice is to record new deeds for any after-acquired property—and, in the case of registered property, to obtain a new certificate of title. Had GWA done so, a decade of litigation might well have been avoided.

also recognized that “even if an instrument does not contain any express covenants of title,” it may be implied, and the doctrine will apply “if the deed bears evidence of the grantor’s intent to convey and a grantee had the expectation to obtain title to the estate.” *Camacho*, 2017 Guam 16 ¶ 29. Thus, whether a conveyance is executed by warranty or grant deed, the doctrine generally applies if the instrument purports to convey a fee. *See Klamath Land & Cattle Co. v. Roemer*, 91 Cal. Rptr. 112, 115 (Ct. App. 1970) (“A grant deed unquestionably transfers an after-acquired title.”). And under this court’s precedent, the threshold for purporting to convey a fee is low: “a fee simple title is presumed as long as the word ‘grant’ is used in the instrument of conveyance.” *Camacho*, 2017 Guam 16 ¶ 34; *see also* 26 Cal. Jur. 3d *Deeds* § 181 (“Whether a particular instrument is a quitclaim or a conveyance of some definite estate is to be determined from the instrument as a whole rather than from an isolated provision appearing in the instrument. The effect of language sufficient to convey a definite estate may be altered by an added provision that the instrument is only a quitclaim. Conversely, the use of words of quitclaim in conjunction with words of grant does not necessarily constitute the instrument a mere quitclaim.” (footnotes omitted)).

[96] “When a grantor conveys before the grantor has title, and after acquiring title makes another grant to someone else, if the second grantee has notice of the first conveyance, the first grantee will prevail.” 26 Cal. Jur. 3d *Deeds* § 295; *Maxwell v. Carlon*, 86 P.2d 666, 668 (Cal. Dist. Ct. App. 1939) (“A deed which purports to convey a fee, passes after-acquired title regardless of any intervening deed to another grantee with notice of the prior deed . . .”). Generally, however, California limits this doctrine to conveyances of fee estate. Harry D. Miller & Marvin B. Starr, 3 Cal. Real Est. § 8:74 (4th ed.), Westlaw (database updated Sep. 2026) (“[W]here a deed expressly conveys a lesser estate, such as a life estate or an estate for years, the grantee does not receive the grantor’s subsequently acquired or perfected estate or title.”). Other jurisdictions have

taken a broader view, extending the doctrine to lesser estates conveyed by grant deed when the instrument includes covenants of general warranty of title or ownership. *See id.* n.9; *Mitchell v. Pestal*, 208 P.2d 807, 809 (Mont. 1949) (“[A] deed purporting to convey a fee simple or a lesser definite estate in land and containing covenants of general warranty of title or ownership will operate to estop the grantor from asserting an after acquired title or interest in the land . . .”). We need not decide between the two approaches in this case because the doctrine applies to the 1997 Grant Deed under either.

2. The after-acquired title doctrine applies to the 1997 Grant Deed because, when read as a whole, the deed purported to transfer a fee simple interest

[97] GWA argues that “[t]he 1997 Grant Deed conveyed all of Gov. Guam’s present and future interest in the Plant Property to GWA, which at the time was the 1980 Easement and Lease.” GWA’s Reply Br. at 10. It claims that “GWA became the owner in fee simple of the Plant Property when the U.S. thereafter conveyed the Property to Gov. Guam in 2002, which passed to GWA under the after-acquired title doctrine.” *Id.* Core Tech contends that “[t]he 1997 Deed did not include the Plant Property,” and that its language instead “indicate[s] the intent to transfer the 1980 Easement, not a fee simple interest in property being leased.” Core Tech’s Br. at 15–16. Although the parties dispute whether the 1997 Grant Deed conveyed an absolute or defeasible fee, GWA is correct that the dispositive point is that the deed unambiguously purported to grant a fee simple estate in the Plant Property. *Cf. Ueda v. Bank of Guam*, 2005 Guam 23 ¶ 14 (“[I]t is sufficient to observe the undisputed fact that the Uedas conveyed a fee simple.”).

[98] Because the 1997 conveyance from GovGuam to GWA was made by grant deed, there is a statutory presumption that the intent was to convey a fee estate. *See* 21 GCA § 4202 (“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.”). After examining the four corners of the deed, the

1997 Grant Deed purports to convey fee simple ownership in the Plant Property. That GovGuam did not yet hold fee title to the Plant Property in 1997 when the deed was executed—or that one cannot legally convey fee title in an easement—is beside the point. What matters when applying the after-acquired title doctrine is that GovGuam intended the 1997 Grant Deed to convey a fee simple interest.

[99] Core Tech’s merger arguments are misplaced. *See* Core Tech’s Br. at 19 (“[B]oth 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.”). The parties intended the 1997 Grant Deed to convey all present interests that GovGuam and PUAG held in the Plant Property to GWA. Thus, upon the date GWA accepted the deed, all interests—including the 1980 Lease and 1980 Easement—were vested in GWA. When the United States later quitclaimed AJKD to GovGuam in 2002, GovGuam no longer held interests in the 1980 Easement and 1980 Lease, so merger could not occur until GWA held both the servient and dominant estates. If merger occurred, it happened when GovGuam conveyed the Plant Property in fee to GWA.²² Because the 1997 Grant Deed purports to grant a fee simple interest in the Plant Property, it should be read as though GovGuam “specifically provided in the deed that [it] conveyed all of the title and estate which [it] . . . might at any time thereafter acquire.” *See Schwenn*, 202 Cal. Rptr. at 376. Thus, GovGuam never held the easement and lease over AL-002 while it held title to AL-002. *See* 21 GCA § 7111(a) (2005).

[100] Because the 1997 Grant Deed unambiguously purported to convey a fee simple estate and reflected the parties’ intent that GWA hold all present and future interests in the Plant Property,

²² It is black-letter law in California that “an easement is not extinguished by merger if a city acquires both the easement and the underlying fee title where the city’s obligations to maintain municipal facilities is clear and dependent upon the separation of the titles.” Harry D. Miller & Marvin B. Starr, 6 Cal. Real Est. § 15:75 (4th ed.), Westlaw (database updated Sep. 2026) (citing *City of Los Angeles v. Fiske*, 255 P.2d 445, 449 (Cal. Dist. Ct. App. 1953); *Hemmerling v. Tomlev, Inc.*, 63 Cal. Rptr. 1 (Ct. App. 1967) (in bank)). Thus, under no circumstances would a theory of merger apply to interfere with GWA’s obligation to maintain the Plant.

title passed to GWA by operation of law once GovGuam acquired ownership from the United States in 2002. The trial court was therefore correct when it concluded that the after-acquired title doctrine applied to the 1997 Grant Deed.

D. Core Tech Misinterprets the Registration Statutes

[101] We next address Core Tech's arguments about Guam's land registration statutes. Each contention misstates the scope and operation of Guam's Torrens land registration system.

1. It is an incomplete statement of law that "[t]he title of a transferee as a holder of a certificate of title is indefeasible"

[102] Core Tech contends that it holds title under the Land Title Registration Act, asserting that "[i]t would not matter if the 1997 Deed conveyed any portion of the Plant Property" because "[t]he title of a transferee as a holder of a certificate of title is indefeasible," and that it is therefore "absolutely protected under Guam Land Title Registration law." Core Tech's Br. at 26. Core Tech's first argument about the indefeasibility of registered title is partially accurate but materially incomplete. This court has explained that "the purpose of the Torrens system is to create an absolute presumption that the register of titles speaks the last word about the title to land, eliminating all secret liens and hidden equities, and making the language in the register of titles absolute proof of indefeasible title *excepting only those encumbrances and claims noted therein.*" *McCurdy v. Chamorro Equities, Inc.*, 2021 Guam 29 ¶ 31 (citation modified) (emphasis added); *see also* 66 Am. Jur. 2d *Registration of Land Titles* § 1, Westlaw (database updated Aug. 2026) ("[T]he registration of a land title under a Torrens system creates an absolute presumption that the register of titles speaks the last word about the title to the land, eliminating all secret liens and hidden equities, and making the language in the register of titles absolute proof of an indefeasible title, *except for the encumbrances and claims noted therein.*" (emphasis added)). Core Tech ignores that title is defeasible if so noted on the certificate of title. As the Appellate Division

observed, the “ultimate purpose” of the Registration Act is “to establish an indefeasible title free from any and all rights or claims not registered with the registrar of titles, . . . to the end that anyone may deal with such property with the assurance that the *only rights or claims of which he need take notice are those registered.*” *Taitague v. First Island Indus. Inc.*, Civ. No. 88-00047A, S.C. Civ. No. 0130-79, 1990 WL 320752, at *3 (D. Guam App. Div. Jan. 26, 1990) (alteration in original) (emphasis added) (quoting *United States v. Ryan*, 124 F. Supp. 1, 5 (D. Minn. 1954)), *aff’d*, 942 F.2d 794 (9th Cir. 1991). In addition to registered title being subject to exceptions noted on the certificate of title, this court has recognized potential exceptions under which title may still be defeasible even without being noted on the certificate of title. *Unpingco*, 2021 Guam 1 ¶¶ 16–17, 20. Thus, the title of a transferee as a holder of a certificate of title is not absolutely indefeasible, as Core Tech incorrectly argues.

2. The protections of the Registration Act do not extend to those who are not bona fide purchasers for value because they take with actual knowledge of prior unregistered interests

[103] Core Tech further argues that “[t]he protections afforded initial registrants and those who acquire property from registered owners are absolute,” and that under 21 GCA § 29137, “transferees of registered land are not affected with notice—actual or constructive—of unregistered claims or interests.” Core Tech’s Br. at 27–28. Thus, according to Core Tech, GWA’s possession of Lot 10184-7 is “irrelevant” because “Core Tech was entitled to rely on the record title . . . despite GWA’s occupancy.” *Id.* Core Tech maintains that even if the Government erroneously issued certificates of title to Younex, the dispositive fact is that they “existed at the time Core Tech acquired the property.” *Id.* at 29. Core Tech asserts that the protections afforded to initial registrants and to those who acquire property from registered owners are absolute, but

this is incorrect because one must be a bona fide purchaser²³ to be protected. As this court explained in *Pelowski v. Taitano*:

[N]o unregistered estate, interest, power, right, claim, contract or trust” may prevail against the title of a registered owner taking *bona fide for valuable consideration* or any person *bona fide* claiming under him. 21 GCA § 29140. Finally, a person may challenge an outstanding certificate of title, however, a person who holds a certificate of title *for value and in good faith* may not be affected by a court ruling. See 21 GCA § 29195 (1994).

Pelowski, 2000 Guam 34 ¶ 33 (emphases added). Thus, “[t]o avail oneself of the protections of the Registration Law, a person must either be an initial registrant or a bona fide purchaser.” *Id.* ¶ 34. “A purchaser of Torrens property who has actual knowledge of a prior, unregistered interest in the property is not a ‘good faith purchaser.’” 66 Am. Jur. 2d *Registration of Land Titles* § 1; accord *In re Collier*, 726 N.W.2d 799, 809 (Minn. 2007). Core Tech’s argument therefore fails because it has never established—and cannot establish—that it acquired the Plant Property as a bona fide purchaser for value without actual notice of GWA’s preexisting interest.²⁴

3. Title 21 GCA § 29137 does not abolish all forms of notice or countenance willful ignorance

[104] Core Tech concludes that it “was not required to inquire into the circumstances under which Younex was registered or be affected by GWA’s unregistered claims or interests” because “[t]he Land Title Registration law reinforces the indefeasibility of a holder of a certificate of title,

²³ “To become a bona fide purchaser of property one must acquire title through payment of value, in good faith, and without actual or constructive notice of another’s rights.” *Damian v. Damian*, 2015 Guam 12 ¶ 53 (quoting *Morioka v. I & F Corp.*, No. 91–00027A, 1991 WL 255842, at *3 (D. Guam App. Div. Nov. 18, 1991)).

²⁴ Since GWA was created, it had open, notorious, exclusive, unequivocal, and visible possession of the Plant Property. Younex’s certificates of title bore the notation “Subject to Sewer Treatment Plant.” RA, tab 120 (Williams Decl.), Ex. 9 (Certs. Title, Feb. 22, 2010), Ex. 10 (Certs. Title, Dec. 11, 2014). The Castro Map bore the notation “NOT RETURNED TO LANDOWNER.” RA, tab 131 (Clark Decl.), Ex. M (Subdivision Survey Map, Land Mgmt. No. 109FY2008, Inst. No. 782273 (Nov. 18, 2008)). And most tellingly, the deed from Younex that was drafted at Core Tech’s direction removed language from the description of Lot 10184-7 mentioning “Sewer Treatment Plant” and also provided that “[a]ny comments by the surveyor on ownership or transfer of the properties as may be shown on maps 782273 and 801070 should and shall be ignored.” RA, tab 131 (Clark Decl.), Ex. Q at 2 (Warranty Deed, Inst. No. 872575, Ex. A at 8 (Legal Descriptions, Dec. 11, 2014)).

no matter how the holder acquired them.” Core Tech’s Br. at 29–30 (citing 21 GCA § 29137). Core Tech’s interpretation of 21 GCA § 29137 is unpersuasive. The statute does not render all transferees of registered property bona fide purchasers regardless of the facts; it protects only those who qualify as bona fide purchasers or otherwise take the property in good faith. Other courts have long recognized this distinction. California courts have held that a grantee who registers title but is not a bona fide purchaser will not prevail over the holder of a prior unregistered deed of which the grantee has notice. *See generally Warden v. Wyandotte Sav. Bank*, 117 P.2d 910 (Cal. Dist. Ct. App. 1941). The Ninth Circuit has similarly observed that under 21 GCA § 29137, “a good faith subsequent purchaser is not required to look into the circumstances of the original, or previous, registration, or to have any notice, actual or constructive, of any adverse interest or claim.” *Taitague v. First Island Indus., Inc.*, 942 F.2d 794, 1991 WL 169097, *3 (9th Cir. 1991) (Table) (emphasis added) (citing former Guam Civ. Code § 1157.35; 21 GCA § 29137 (1989)). In other cases dealing with registered land in Guam, the Ninth Circuit has focused squarely on whether a party had “actual knowledge of [another’s] unregistered claim.” *Wells v. Lizama*, 396 F.2d 877, 883 (9th Cir. 1968). The Appellate Division has interpreted section 29137 to require a subsequent certificate of title holder to inquire when indicia of fraud are present:

[W]here indicia of fraud are present, a subsequent [certificate of title] holder is put under a duty to inquire into possible competing claims. Under the law in effect at the time, Guam Civil Code § 1157.35, if there is evidence of fraud, the person taking a transfer of registered land is “held to inquire into the circumstances under which, or the consideration for which, such owner or previous registered owner was registered, or to be affected with notice, actual or constructive, of any unregistered trust, lien, claim, demand or interest.” If such fraud is found, the court must then determine whether the subsequent owner in fact had actual or constructive notice.

In re Application of Aguon, Civ. Nos. 92-00011A, LR-42-65, 92-00027A, CV-885-90, 1993 WL 128362, at *2 (D. Guam App. Div. Apr. 8, 1993). And this court has emphasized: “This system also protects later bona fide purchasers that have no knowledge, actual or constructive, of another’s

rights to the land.” *Lujan v. Quinata*, 2016 Guam 39 ¶ 11 (citing *Pelowski*, 2000 Guam 34 ¶ 32). Thus, section 29137 cannot be invoked as a matter of course by every transferee of registered property without regard to the circumstances of the particular case.

[105] Guam’s Torrens system eliminates constructive notice of any matter not appearing on the certificate of title. A purchaser is deemed to have “constructive notice of only those matters of record in the purchaser’s chain of title referred to or about which the purchaser is placed on inquiry.” 66 Am. Jur. 2d *Registration of Land Titles* § 3. Accordingly, “registration of land protects bona fide purchasers from unregistered interests, unless the certificate of title contains facts that would prompt a further investigation of the registration system.” *Id.* Thus, Core Tech may have had no constructive notice of any matter not in the certificate of title—but it cannot disregard the certificate’s contents based on alleged technical defects. The relevant inquiry is whether the certificate disclosed facts sufficient to prompt further investigation. *See id.* (“A technical defect in processing documents may not constitute a failure of notice.”). A reasonable purchaser encountering the notation “subject to plant” on the certificate would be compelled to inquire into its meaning; Core Tech could not simply ignore this language under the guise of ambiguity.

[106] As the Appellate Division recognized, a transferee may be charged with constructive notice when indicia of fraud are present. *See In re Application of Aguon*, 1993 WL 128362, at *2. “Fraud sufficient to reopen the status of a registered title” can also include constructive fraud—including “a registration secured upon statements contrary to fact, which were susceptible of accurate knowledge, and which were recklessly made by the registrant.” 66 Am. Jur. 2d *Registration of Land Titles* § 10. “The integrity of certificates of title must be scrupulously observed,” and only a “subsequent purchaser of registered land who takes a certificate of title for value” and without

participation in fraud “is entitled to hold the same free from all encumbrances except those noted on the certificate and the statutory encumbrances enumerated.” *Id.* Thus, although Guam’s Land Registration Act has significantly narrowed the scope of constructive notice, it has not abolished it entirely.

[107] Moreover, the limitation of constructive notice under Guam’s Torrens system does not displace the distinct and enduring doctrine of actual notice. While registration protects bona fide purchasers from unrecorded interests about which they neither knew nor reasonably should have known, it does not protect those with actual knowledge of prior unregistered claims. *Id.* § 3. Under long-established Torrens principles, a purchaser who has actual knowledge of an existing encumbrance or interest—whether or not it appears on the certificate of title—cannot claim the protection afforded to good-faith purchasers. *Id.* Actual notice requires genuine knowledge, not mere recordation; a purchaser must be aware that an adverse interest exists. *Id.* But where there is no evidence that the purchaser knew of a prior easement or claim, and the registration record contains no reference to it, the purchaser may retain their good-faith status. *See id.* Accordingly, 21 GCA § 29137 does not negate actual notice altogether—it shields only those who take without knowledge of competing interests.

4. Core Tech’s reliance on the recording statutes is misplaced

[108] Core Tech’s claim that it had no duty to inquire into the circumstances of Younex’s registration and could not be charged with notice of GWA’s unregistered claims or interests is unconvincing. But Core Tech never registered its mortgage. *See* 66 Am. Jur. 2d *Registration of Land Titles* § 2 (“Because only the act of registration creates an interest in a Torrens property, a forfeiture claimant/mortgagee has no legal interest in the property before it registers its mortgage.”). Moreover, Core Tech cannot simply invoke the protections of the Land Registration

Act based on Younex's certificates of title when this very litigation began with DLM's petition to correct those certificates as erroneously issued. *Cf. id.* § 5 ("Where the ownership of property is currently in dispute, the land at issue cannot be registered in order to resolve the dispute"); *see also generally In re Certificate of Title No. 134390*, 2021 Guam 19 (affirming trial court's decision correcting certificates of title to reflect tenancy in common despite certificates showing registered owner having sole ownership).

[109] Core Tech was on constructive notice of all matters appearing in Younex's certificates of title. Nothing in the Land Registration Act negates Core Tech's actual knowledge of the circumstances surrounding Younex's registration or its subsequent acquisition of the property, whether by transfer from Younex or foreclosure sale. We agree with GWA that the "suspect circumstances" surrounding Younex's conveyances reflected indicia of irregularity sufficient to obligate Core Tech to inquire further into Younex's registration. *See* GWA's Reply Br. at 23 ("Younex transferred the Lot 10184 subdivisions to a Core Tech straw company . . . by warranty deed for \$10.00. Without explanation, the deed to HL removed the 'Sewer Treatment Plant' description and states that the Castro Map 'should and shall be ignored.'" (emphasis omitted) (citing RA, tab 131 (Clark Decl.), Ex. Q (Warranty Deed, Inst. No. 872575); RA, tab 172 at 10 (Dec. & Order))). These irregularities were sufficient to place Core Tech on notice and undermine its claim to bona fide purchaser status.

[110] Ultimately, Core Tech's arguments about the Land Registration Act are misplaced.

E. GWA Holds Superior Title to the Plant Property and Is Entitled to Partial Summary Judgment

[111] We reverse the trial court's denial of summary judgment to GWA on its quiet title claim (and the corresponding grant of summary judgment to Core Tech), as GWA holds superior title to the Plant Property as a matter of law. But given the interlocutory posture of this appeal, we remand

for the trial court to resolve the remaining factual and legal issues underlying Core Tech's takings claims.

1. The applicable summary judgment standards for quiet title and inverse condemnation claims

a. Summary judgment standard

[112] “[A]ny party may move for summary judgment regardless of whether the movant is a claimant or a defending party.” 10A Charles Alan Wright & Arthur R. Miller, *Federal Practice & Procedure: Civil* § 2720 (4th ed.), Westlaw (database updated Apr. 2026). Summary judgment is appropriate “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” *Unpingco*, 2021 Guam 1 ¶ 9 (quoting former Guam R. Civ. P. 56(c)).²⁵ “A genuine issue of material fact exists when there is sufficient evidence to establish a factual dispute that must be resolved by a fact-finder.” *Camacho*, 2017 Guam 16 ¶ 12 (citing *Iizuka Corp. v. Kawasho Int'l (Guam), Inc.*, 1997 Guam 10 ¶ 7 (per curiam)). A fact is “material” if it relates to an element of a claim or defense and could affect the outcome of the case. *Edwards v. Pac. Fin. Corp.*, 2000 Guam 27 ¶ 7. In deciding a motion for summary judgment, the “court must view the evidence and draw inferences in a light most favorable to the non-movant.” *Camacho*, 2017 Guam 16 ¶ 13 (quoting *Gutierrez*, 2015 Guam 8 ¶ 26).

[113] Cross-motions for summary judgment are simply competing claims that each side is entitled to judgment as a matter of law; the denial of one does not automatically justify granting the other. *Rains v. Cascade Indus., Inc.*, 402 F.2d 241, 245 (3d Cir. 1968). Each party moving for

²⁵ Rule 56 was amended in 2022; it now reads in relevant part: “The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Guam R. Civ. P. 56(a).

summary judgment bears the burden of independently showing there is no genuine dispute of material fact and that it is entitled to judgment as a matter of law. 10A Wright & Miller, *supra*, § 2720. The failure of one party to meet this burden does not automatically entitle the other to judgment. *See id.* The court must assess each motion separately under Rule 56, denying both if a genuine factual dispute exists, but granting judgment to whichever party is entitled to prevail as a matter of law when no such dispute is present. *See id.*

[114] The party moving for summary judgment “bears the initial burden to show that undisputed facts in the record support a *prima facie* entitlement to the relief requested.” *Est. of Cruz v. Detry Corp.*, 2023 Guam 14 ¶ 24 (quoting *DFS Guam L.P. v. A.B. Won Pat Int’l Airport Auth.*, 2020 Guam 20 ¶ 35). If that showing is made, the burden shifts to the non-movant to demonstrate a material factual dispute precluding summary judgment. *Id.* The movant’s initial burden varies depending on whether it bears the burden of proof at trial.

[115] When a defendant moves for summary judgment on a plaintiff’s claims, it may meet its burden by either (1) presenting evidence that negates an essential element of the plaintiff’s claim, or (2) demonstrating that the plaintiff’s evidence is insufficient to establish an essential element of the claim. *See* 10A Wright & Miller, *supra*, § 2727.1; *Kim v. Hong*, 1997 Guam 11 ¶¶ 6, 14 (finding that triable issues of fact existed based on deposition testimony and signed affidavits from the non-movant (citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 325 (1986))). This is a low bar.

[116] When the movant bears the burden of proof at trial, its burden of production on summary judgment is greater. 10A Wright & Miller, *supra*, § 2727.1. A plaintiff seeking summary judgment on its own claim must identify each element of its claim, cite the supporting facts, and show that the record is “so one-sided” that the non-movant could not prevail. *Id.* If the movant

fails to make this initial showing, the motion must be denied—even if the opposing party offers no contradictory evidence. *Id.*

b. Guam law on quiet title

[117] Guam’s quiet title statute, 21 GCA § 25101, is derived from former California Civil Code § 738. It provides that “[a]n action may be brought by any person against another who claims an estate or interest in real or personal property, adverse to him, for the purpose of determining such adverse claim” 21 GCA § 25101 (2005). The purpose of a quiet title action “is to finally settle and determine, as between the parties, all conflicting claims to the property in controversy, and to decree to each that interest or estate in the property that each party is entitled to.” 53 Cal. Jur. 3d *Quieting Title* § 1, Westlaw (database updated Aug. 2026). Unlike an action to cancel an instrument, a quiet title action seeks to ““stop[] the mouth of a person who has asserted or is asserting a claim to the plaintiff’s property. It is not aimed at a particular piece of evidence, but at the pretensions of an individual.”” *Water for Citizens of Weed Cal. v. Churchwell White LLP*, 304 Cal. Rptr. 3d 613, 620 (Ct. App. 2023) (quoting *Castro v. Barry*, 21 P. 946, 947 (Cal. 1889)). “The ultimate fact to be found is the ownership of the property.” *Id.*

[118] “In a quiet title action, [the] plaintiff must prove her title *and* that this title is superior to the claims of *each party* asserting an adverse interest.” *Pattera v. Hansen*, 279 Cal. Rptr. 3d 77, 97 (Ct. App. 2021). A plaintiff seeking summary judgment on such a claim bears the burden to make a prima facie showing of both ownership and superior title. *See Thompson v. Ioane*, 218 Cal. Rptr. 3d 501, 513 (Ct. App. 2017); *Potter v. County of Los Angeles*, 59 Cal. Rptr. 335, 338 (Ct. App. 1967). “Generally, the relief afforded the plaintiff is a decree fixing and settling the plaintiff’s title against the claims of all defendants.” 53 Cal. Jur. 3d *Quieting Title* § 29.

2. The trial court erred in its resolution of the cross-motions for summary judgment**a. GWA is entitled to summary judgment on its quiet title claim**

[119] On summary judgment, GWA first had to establish a prima facie case of ownership and superior title. Core Tech did not dispute for summary judgment purposes that the 1997 Grant Deed conveyed title to the Plant Property to GWA. As a matter of law, title to the Plant Property was never conveyed to the Torres Estate. GWA met its initial burden of showing ownership and superior title. The inquiry then turns to whether any material factual disputes remain. Even viewing the evidence and drawing inferences in the light most favorable to Core Tech, the plain language of the deed shows no questions of material fact that would preclude the grant of summary judgment. *See Est. of Cruz*, 2023 Guam 14 ¶ 24. GWA is therefore entitled to a decree quieting its title to the Plant Property against all adverse claims.

[120] This conclusion also undermines the trial court's grant of summary judgment to Core Tech on its claim for declaratory relief as to the Plant Property, which we reverse, with instructions to enter partial summary judgment for GWA on this claim. On remand, the trial court should clarify its ruling whether Core Tech is entitled to declaratory relief for the remainder of AL-002 given this court's ultimate quiet title decision.

b. GWA is not necessarily entitled to summary judgment on all of Core Tech's remaining counterclaims

[121] GWA argued that if the trial court granted summary judgment quieting title in its favor, then, as a matter of law, it would also be entitled to summary judgment on all of Core Tech's remaining counterclaims. *See RA*, tab 252 at 18–19 (GWA's Mot. Summ. J., Feb. 14, 2023). The trial court, having denied summary judgment on GWA's quiet title claim, likewise denied GWA's summary judgment motion on Core Tech's remaining counterclaims. While GWA is entitled to

summary judgment on its quiet title claim, that outcome does not necessarily require dismissal of Core Tech's remaining counterclaims.

[122] We stated that this interlocutory appeal should focus exclusively on the Plant Property. Resolving ownership of the Plant Property does not necessarily resolve the remaining counterclaims against GWA. The remaining portions of Count III concern utilities and roads across Lots 10184 and 5039; Count V addresses alleged encroachment onto lots that are not the Plant Property; and Count VI's request for declaratory relief appears to extend to former Lot AL-002, not just the Plant Property. That said, quieting title in GWA's favor directly affects Counts I and II for inverse condemnation, Count III to the extent it involves the Plant Property, and Count VI insofar as it relates to the Plant Property.

[123] Although Core Tech is not an ancestral landowner, for land condemned by the United States and later returned to GovGuam as excess land, an ancestral landowner's right to just compensation is not conditioned on proving their title is superior to GovGuam's. *See Cepeda v. Gov't of Guam*, 2005 Guam 11 ¶ 17 (per curiam) (concluding that Guam law "do[es] not limit compensation to only those who were original landowners at the time of the taking, or who were subsequently assigned the takings claim").

[124] Although GWA holds the Plant Property in fee simple absolute, several material issues of law and fact remain on Core Tech's inverse condemnation claims. While this court could attempt to clarify these legal questions now, the interlocutory posture of this appeal and the absence of a full record and briefing on these complex and significant issues counsel against doing so. We allow the trial court's denial of summary judgment on the inverse condemnation claims to stand.

[125] The trial court granted Core Tech's motion for summary judgment and denied GWA's. We reverse in part and affirm in part. Because the trial court did not delineate the contours of its

decision denying GWA's motion and granting Core Tech's, we clarify the disposition of each claim as follows:

1. Cross-Motions for Summary Judgment on GWA's Quiet Title Claim

- a. **GWA's Motion:** The denial of GWA's motion for summary judgment on its quiet title claim is **REVERSED**, with instructions to quiet title to the Plant Property in GWA's favor. The boundaries of the Plant Property are those established by the 1980 Easement survey for Parcels 3 and 4.
- b. **Core Tech's Motion:** The grant of Core Tech's motion for summary judgment on GWA's quiet title claim is **REVERSED**.

2. Cross-Motions for Summary Judgment on Core Tech's Counterclaim for Declaratory Relief (Count VI)

- a. The trial court's decision on Count VI is **VACATED**. Core Tech is not entitled to declaratory relief regarding the Plant Property. On remand, the trial court should clarify its ruling whether Core Tech is entitled to declaratory relief for the remainder of AL-002 given this court's ultimate quiet title decision.

3. GWA's Motion for Summary Judgment on Core Tech's Inverse Condemnation Claims

- a. The denial of summary judgment on Core Tech's counterclaims is **AFFIRMED** on alternate grounds. Issues of law and material fact remain that render summary judgment inappropriate. On remand, the trial court may reconsider its rulings on Counts I, II, III, and V considering our holding.

Thus, we affirm in part, reverse in part, and remand for further proceedings.

V. CONCLUSION

[126] In reaching our conclusion, we emphasize that the unique facts of this case confine our holding to a narrow basis. For purposes of summary judgment, Core Tech did not dispute that the 1997 Grant Deed conveyed the Plant Property to GWA. As a matter of law, title to the Plant Property was never conveyed to Core Tech's predecessors in interest. The 1997 Grant Deed's real estate requirement survey and map condition did not apply to the Plant Property. Core Tech's arguments about the Land Registration Act are misplaced.

[127] GWA is entitled to judgment as a matter of law on its claim to quiet its title to the Plant Property. The trial court's decision is **REVERSED** in part. We also **VACATE** the trial court's decision on Core Tech's claim for declaratory relief. On remand, the trial court should clarify its ruling whether Core Tech is entitled to declaratory relief for the remainder of AL-002 given this court's ultimate quiet title decision. There are genuine issues of material fact and law that preclude summary judgment on Core Tech's inverse condemnation claims. Thus, we **AFFIRM** the trial court's decision to deny summary judgment on Core Tech's inverse condemnation claims on alternative grounds. We **REMAND** for further proceedings not inconsistent with this opinion.

/s/

ROBERT J. TORRES
Chief Justice

/s/

KATHERINE A. MARAMAN
Associate Justice

CARBULLIDO, J., concurring:

[128] I agree with the majority that, in moving for summary judgment, Core Tech did not dispute that the 1997 Grant Deed purported to grant a fee estate in the Plant Property to GWA. I also agree that the after-acquired title doctrine applies only to the 1997 Grant Deed, and that Core Tech's reliance on the Land Registration Act is misplaced. Although I concur in the result the majority reaches based on its conclusion that the 1997 Grant Deed's language is unambiguous with respect to the Plant Property, I reach that result on different grounds. I am not entirely convinced that the deed's language is so clear-cut; however, as I explain below, I do not believe it is necessary to establish unambiguity to resolve the dispute in GWA's favor. Perhaps more importantly, central to this appeal are important questions concerning the conditions in the 1997 Grant Deed that, in my view, warrant analysis. Consideration of those issues further supports the conclusion that GWA is entitled to judgment on its claim to quiet its title to the Plant Property as a matter of law.

[129] Even assuming the 1997 Grant Deed was ambiguous, I believe we should treat its automatic reverter clause as a right of reentry, which GovGuam has never attempted to exercise. Furthermore, even assuming the survey and map requirements applied to the Plant Property, I believe GWA substantially complied with them. Finally, I also believe the trial court's erroneous application of the after-acquired title doctrine merits further discussion. These issues are central to this appeal and merit additional clarity.

I. ANALYSIS**A. The Trial Court Erred in Finding the 1997 Grant Deed Transferred a Fee Simple Determinable Estate**

[130] Although the majority concludes that the 1997 Grant Deed is unambiguous and the survey requirements do not apply to the Plant Property, much of the parties' arguments center on the

automatic reverter clause. I find it prudent to address them. Even assuming there is ambiguity in the deed, I would nonetheless reverse the trial court's decision.

[131] The trial court determined that the 1997 Grant Deed granted fee simple determinable title. RA, tab 264 at 22–26 (Dec. & Order, Aug. 14, 2023). GWA argues that the trial court erred in concluding the deed conveyed only a conditional interest in the Plant Property, rather than title in fee simple absolute. GWA's Br. at 20 (Apr. 28, 2025). GWA emphasizes that the deed's express granting language conveyed the listed properties—including the 1980 Easement and 1980 Lease, identified as Deed Entry 195—and related infrastructure rights to GWA in “fee simple absolute.” *Id.* at 22–23. GWA further asserts that, in addition to the parcel-specific grants, the deed broadly conveyed all of GovGuam's rights, title, and interest “in fee simple absolute forever” to key categories of property associated with Guam's water and wastewater infrastructure, including (1) easements and land connected to water and sewer systems, (2) water and sewer resources with associated leases, easements, buildings, facilities, and rights-of-way, and (3) public lands reserved for future government use—thereby encompassing the Plant Property. *See id.* at 24.

[132] GWA also asserts that the trial court failed to give weight to the Legislature's intent, as expressed in Public Law 23-119 and 12 GCA § 14110, which mandated the full transfer of all PUAG real property and assets to GWA without limitation. *Id.* at 22, 27–28. The 1997 Grant Deed was executed to implement this legislative directive, and GWA argues it must be read in that statutory context. *See id.* at 21–22; GWA's Reply Br. at 10–11 (July 18, 2025) (arguing conveyance of all GovGuam property interests in water utilities, including the Plant Property, “in fee simple absolute” to GWA was “required by Legislative mandate”). GWA's interpretation is consistent with the current Legislature's argument in its amicus brief that “GWA was to serve as

the owner in fee simple absolute of the property held by PUAG, including the NDWWTP” under 12 GCA § 14110. *See* Legis. Amicus Br. at 8 (May 7, 2025).

[133] Core Tech counters that the 1997 Grant Deed did not convey title to the Plant Property in fee simple absolute because the conveyance was conditioned on GWA completing a real estate requirement map within five years, absent an extension. *See* Core Tech’s Br. at 31–45 (June 27, 2025). While the 1997 Grant Deed uses the phrase “in fee simple absolute,” Core Tech contends this language is not controlling where the grant is subject to an unfulfilled condition. *See id.*

[134] Core Tech’s primary argument is that the “real estate requirement survey map(s)” provision was a condition precedent that prevented title from vesting until satisfied. *See id.* at 33–35 (“[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.”). Core Tech maintains that “[b]ased 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.” *Id.* at 36. Alternatively, Core Tech argues that, even if the “real estate requirement survey map(s)” provision is not construed as a condition precedent, the 1997 Grant Deed created a defeasible interest rather than fee simple absolute because it expressly states that the interest would “revert ‘automatically’” to GovGuam upon nonperformance. *See id.* at 35–42 (“When the condition provides that the estate terminates automatically, an estate in fee simple determinable is created.” (citing Restatement (First) of Property § 44 (A.L.I. 1936))); *Ueda v. Bank of Guam*, 2005 Guam 23 ¶ 14 n.3 (defining an estate in fee simple defeasible).

[135] While the trial court’s interpretation of the clause as creating a fee simple determinable estate is understandable, *see* RA, tab 264 at 23–26 (Dec. & Order), I believe this court should treat

the automatic reverter clause as creating a right of reentry rather than a possibility of reverter. This distinction is important because a possibility of reverter results in automatic forfeiture of the property upon breach of the condition, while a right of reentry requires the grantor (here, GovGuam) to take affirmative action to reclaim the property.

1. Estates in land and principles of deed interpretation

[136] “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.” 21 GCA § 4202 (2005); *see also Citizens for Covenant Compliance v. Anderson*, 906 P.2d 1314, 1337 (Cal. 1995) (Kennard, J., dissenting) (“The legislative policy that grantors who use an unrestricted grant deed to convey title thereby convey the entire estate is so strong that even when the grantor partially or wholly lacks title at the time of conveyance, any interest in the conveyed property that the grantor later acquires passes immediately to the grantee by operation of statute.”). “Fee simple” refers to “[a]n interest in land that, being the broadest property interest allowed by law, endures until the current holder dies without heirs” and includes fee simple absolute and all defeasible fees. *Fee Simple, Black’s Law Dictionary* (12th ed. 2024); *see also* Restatement (First) of Property § 14, Westlaw (database updated Sep. 2025). A fee simple absolute is the most complete estate in land, conveying full ownership that is indefinite in duration, freely transferable, and not subject to any special conditions or limitations. *See Fee Simple, Black’s Law Dictionary*; *see also* 21 GCA § 1211 (2005) (describing absolute ownership). An estate in fee simple absolute is presumed to be created by an otherwise valid conveyance of land to a government subdivision “unless the conveyance expresses an intent to create an estate other than a fee simple absolute.” *See* Restatement (First) of Property § 35.

[137] A defeasible fee is a type of fee simple estate that is subject to divestment upon the occurrence (or non-occurrence) of a specified event. *See Fee Simple, Black's Law Dictionary*; Restatement (First) of Property §§ 44–45; *Ueda*, 2005 Guam 23 ¶ 14 & n.3. “Under the common law, there were two types of defeasible estates: a fee simple determinable, the [future] interest of which was the possibility of reverter; and a fee simple subject to a condition subsequent, the [future] interest of which was the right of re-entry.” *City of Palm Springs v. Living Desert Rsrv.*, 82 Cal. Rptr. 2d 859, 866 n.4 (Ct. App. 1999). Both California and Guam have adopted the concept of a fee simple subject to a condition subsequent by statute, but neither has codified the possibility of reverter in a statute of general applicability.²⁶

[138] A fee simple determinable is a type of defeasible fee with the possibility of reverter where the estate ends automatically upon the occurrence of a stated condition and is typically created using durational language (e.g., “so long as,” “until,” or “while”). *See Fee Simple, Black's Law Dictionary*; Restatement (First) of Property, *supra*, § 44; *Ueda*, 2005 Guam 23 ¶ 14 & n.4. A fee simple subject to a condition subsequent is a type of defeasible fee that does not automatically terminate but gives the grantor a right of reentry or power of termination if a stated condition is breached, usually indicated by conditional language such as “on condition that” or “provided that.” *See Fee Simple, Black's Law Dictionary*; Restatement (First) of Property §§ 23–24, 45; *Ueda*, 2005 Guam 23 ¶ 14 & n.5. “Where a grant is made upon condition subsequent and is subsequently defeated by the nonperformance of the condition, the person otherwise entitled to hold under the grant must reconvey the property to the grantor or his successors, by grant, duly acknowledged for record.” 21 GCA § 4206 (2005).

²⁶ As the majority observes, because much of Guam’s statutory framework governing real property was adopted from the California Civil Code, California real property case law is generally persuasive.

[139] While a conveyance subject to a condition subsequent creates a present fee simple estate subject to potential forfeiture, a conveyance subject to a condition precedent creates no estate in the grantee until the specified condition is fulfilled. *See* 21 GCA § 1251 (2005); 21 GCA § 4207 (2005) (“An instrument purporting to be a grant of real property, to take effect upon condition precedent, passes the state upon the performance of the condition.”); *Condition, Black’s Law Dictionary*; Harry D. Miller & Marvin B. Starr, 4 Cal. Real Est. § 12:18 (4th ed.), Westlaw (database updated Sep. 2026). The grantor retains title until the condition is satisfied, and if the condition is never satisfied, the grantee never acquires any interest in the property. *See Condition, Black’s Law Dictionary*; 21 GCA § 4207. Whether a condition is deemed precedent or subsequent depends on the parties’ intent as reflected in the instrument, and not on the use of any particular technical words. *Bank of Suisun v. Stark*, 39 P. 531, 533 (Cal. 1895).

[140] Deeds are interpreted under the same principles as contracts. *Est. of Gogue v. Pangelinan*, 2020 Guam 26 ¶¶ 21, 27 (per curiam); 19 GCA § 40401 (2005). Courts aim to discern the parties’ intent from the deed’s plain language, construing the instrument as a whole and within its four corners when possible. *See Est. of Gogue*, 2020 Guam 26 ¶ 27; 18 GCA §§ 87104–87105, 87107 (2005). When determining the parties’ intent, a court can also consider the circumstances surrounding the deed’s execution. *See* 6 GCA §§ 2511(2), 2515 (2005); *James B. House Living Tr. v. Thompson*, 217 P.3d 228, 231 (Or. Ct. App. 2009). If ambiguity exists, courts apply established canons of construction and, if necessary, may resort to extrinsic evidence. *See Est. of Gogue*, 2020 Guam 26 ¶ 27. “If several parts of a grant [i.e., a transfer of title to property in writing] are absolutely irreconcilable, the former part prevails.” 19 GCA § 40405 (2005); *see also id.* § 40302 (defining “grant”). While grants are generally construed in favor of the grantee, (1) any

reservation in a grant and (2) any grant by a public entity to a private party are construed in favor of the grantor. *See id.* § 40404.

2. Conveyance of the Plant Property under the 1997 Grant Deed and the automatic reverter provision

[141] The 1997 Grant Deed was executed to implement the Legislature's directive in Public Law 23-119 and 12 GCA § 14110, which required that all real property, assets, and liabilities of PUAG be transferred to the newly created GWA. *See* 12 GCA § 14110; Guam P.L. 23-119; RA, tab 131 (Clark Decl., Apr. 2, 2021), Ex. G at 1–2 (Grant Deed, Inst. No. 567559 (July 23, 1997)); Legis. Amicus Br. at 7. The deed effectuated this mandate by conveying title to 205 parcels, along with a broad category of property interests related to Guam's water and wastewater infrastructure. *See* RA, tab 131 (Clark Decl.), Ex. G (Grant Deed); Legis. Amicus Br. at 7.

[142] Under the 1997 Grant Deed, GovGuam conveyed to GWA “in fee simple absolute, the real property interests for only that area required by [GovGuam],” as delineated in referenced “real estate requirement map(s)” for 205 specified lots. RA, tab 131 (Clark Decl.), Ex. G at 2 (Grant Deed). Among the listed properties is the Plant Property, identified in Deed Entry 195 by instrument drawing numbers corresponding to the 1980 Lease and 1980 Easement. *See id.* at 32.

[143] The 1997 Grant Deed further conveyed all of GovGuam's rights, title, and interest “in fee absolute forever” in a broad range of property interests associated with Guam's water and wastewater-related property interests. *Id.* at 35–36. This included all known and identified public easements and rights-of-way for sewer and water systems; surface and groundwater resources; aquifer systems and management zones; and public lands reserved for future government use. *Id.*

[144] With respect to both the 205 enumerated lots and the broader category of water and wastewater-related property interests, the 1997 Grant Deed also conferred all associated

easements, water and sewer rights-of-way, buildings, facilities, fixtures, appurtenances, and related property interests. *Id.* at 34–37.

[145] Although the 1997 Grant Deed purported to convey title in fee simple absolute, it also requires the completion of “real estate requirement survey map(s)” within five years and states that “[a]ll lots for which the ‘real estate requirement map(s)’ has not been completed *shall revert automatically* to the Government of Guam.” *Id.* at 37–38 (emphasis added). The phrase “shall revert automatically” is characteristic of a fee simple determinable, and its inclusion creates tension with the otherwise absolute language of the conveyance. I can hardly fault the trial court for interpreting it as such. *See Fee Simple, Black’s Law Dictionary*; Restatement (First) of Property § 44; *Ueda*, 2005 Guam 23 ¶ 14 & n.4. But I believe that the distinction between reentry and reverter has not served any discernible function for a significant period of time and am inclined to hold that the automatic reverter clause should be treated as a right of reentry. Because GovGuam has never attempted to reenter the Plant Property, there would be no forfeiture in this case under the 1997 Grant Deed’s automatic reverter provision.

3. This court has the power to collapse the distinction between possibility of reverter and right of reentry

[146] GWA’s brief addresses the history of the possibility of reverter under California law. *See* GWA’s Br. at 39. GWA acknowledges that California courts recognized this particular future interest, but it was not codified by statute. In its opening brief, GovGuam concludes that a reverter violates Guam law. GovGuam’s Br. at 17 (Apr. 28, 2025). Core Tech counters that, although California abolished possibilities of reverter by statute, “Guam law still recognizes the fee simple defeasible estate with the possibility of reverter.” Core Tech’s Br. at 39–40 (citing *Ueda*, 2005 Guam 23 ¶ 14). It is not clear, however, that this court has expressly recognized common law reverter. Our decision in *Ueda v. Bank of Guam* did not turn on the distinction between the

possibility of reverter and the right of reentry. *See* 2005 Guam 23 ¶ 14 (“[T]his distinction would have no [e]ffect on the outcome in the instant case. For purposes of our analysis, it is sufficient to observe the undisputed fact that the Uedas conveyed a fee simple.”). Absent a statute codifying the interest, this court has the authority to modify the common law and may collapse the possibility of reverter into the right of reentry. *See Ramos v. Docomo Pac., Inc.*, 2012 Guam 20 ¶ 12 (“For centuries, judges across all fields created common law before, and in the absence of, legislation.”).

[147] The evolution of California law illustrates the point: although California courts once recognized the possibility of reverter as a common law estate, the legislature later abolished it by statute in 1982. *See Living Desert*, 82 Cal. Rptr. 2d at 866 n.4 (citing Cal. Civ. Code § 885.020). But California law first recognized the concept of a determinable fee by judicial decision, not statute. *See Dabney v. Edwards*, 53 P.2d 962 (Cal. 1935) (in bank) (per curiam); *see also* 12 Witkin, *Summary Real Prop* § 16 (11th ed. 2026) (stating court in *Dabney* created a determinable fee). Before the enactment of California Civil Code section 885.020, the California Court of Appeal observed that “[a]utomatic [reverter] is a troublesome doctrine of dubious value. The authority for it in California law is sparse, with the exception of the special case of exploratory oil and gas leases.” *Springmeyer v. City of S. Lake Tahoe*, 183 Cal. Rptr. 43, 45 n.6 (Ct. App. 1982).

[148] As automatic reverter was essentially limited to oil and gas leases under California law, the justification for it is even more limited in Guam law because we have no such mineral leases. Because the determinable fee is a creation of judicial common law, I see no reason to await legislative abolition. *See, e.g., Shannon v. Wilson*, 947 S.W.2d 349, 353 (Ark. 1997) (“[T]he legislature may amend or change our common law, but we are not bound to adhere to outmoded holdings pending legislative action.”).

[149] The distinction between a possibility of reverter and a right of reentry has not served any meaningful function for a significant period of time. Courts and legal scholars have increasingly recognized that this distinction is unnecessary and creates confusion. The Restatement (Third) of Property suggests that these subcategories of defeasible estates should be treated as functionally equivalent, as the legal consequences of both are now the same. *See* Restatement (Third) of Property (Wills & Don. Trans.) §§ 24.3, 25.2 (A.L.I. 2011), Westlaw (database updated Sep. 2025). The Texas Supreme Court has already adopted this approach, abolishing the distinction by judicial decision. *See El Dorado Land Co. v. City of McKinney*, 395 S.W.3d 798, 803 (Tex. 2013). I believe this court should follow suit and treat the automatic reverter clause as a right of reentry.

[150] If the 1997 Grant Deed's automatic reverter clause were treated as a right of reentry, it would be dispositive that GovGuam has never taken any steps to exercise this right. Without affirmative action by GovGuam to reclaim the property, no forfeiture occurred. As a result, GWA retains title to the Plant Property. *See* 21 GCA § 4206; *see also City of Santa Monica v. Jones*, 232 P.2d 55, 60 (Cal. Dist. Ct. App. 1951) ("The grantor has a reasonable time after breach within which to declare a forfeiture or to elect not to declare a forfeiture; if he fails to declare a forfeiture within that time, his power to do so has expired." (quoting 1 Simes, Law of Future Interests § 170)).

B. GWA Substantially Complied with the 1997 Grant Deed's Survey and Map Requirements

[151] Further supporting the conclusion that no forfeiture occurred is that, even assuming the condition applied, GWA substantially complied with it. GWA contends that, even if the trial court correctly found a fee simple determinable—"which it should not have"—and that the 1997 Grant Deed's real estate requirement survey and map condition applied to the Plant Property, the property never reverted to GovGuam as a matter of law because (1) the survey condition was satisfied, (2) any breach of the survey condition was waived by GovGuam, and (3) GovGuam took no action

to assert a reversionary interest. *See* GWA's Br. at 31–41. The latter two points imprecisely conflate reverter and reentry, but because I am inclined to collapse reverter into reentry, I agree on all points.²⁷

1. Core Tech complains of technical deviations that should not be “given the stature of noncompliance”

[152] The trial court determined that the 1997 Grant Deed contained no exemption for the Plant Property—or any of the other 205 properties—from the requirement to complete real estate requirement maps, and that existing maps prepared for other purposes did not satisfy this requirement. *See* RA, tab 264 at 27–28 (Dec. & Order). The trial court also found it undisputed that the 1997 Grant Deed gave GWA five years to complete the real estate requirement maps, and the Governor issued an unrecorded extension to 2009. *Id.* at 28. The court granted a further ten-year extension in 2017.²⁸ *Id.* Because no extension was obtained between 2009 and 2017, the trial court concluded that the 1997 Grant Deed's automatic reverter provision was triggered after the 2009 deadline lapsed. *Id.*

[153] GWA maintains that the 1997 Grant Deed's survey and map requirement was satisfied. GWA's Br. at 32–34. GWA argues that the “real estate requirement map(s)” referenced in the

²⁷ As a matter of property law, “reverter” and “reversion” are distinct terms of art. *See* 31 C.J.S. *Estates* § 135, Westlaw (database updated Apr. 2026) (“The ‘possibility of reverter,’ which should be distinguished from a reversion”); 1 Simes & Smith, *The Law of Future Interests* § 282 (3d ed.), Westlaw (database updated Dec. 2025) (distinguishing a reversion, which arises when the grantor conveys a lesser estate than they own, from a possibility of reverter, which arises when the same quantum of estate—a fee simple—is conveyed). A possibility of reverter also differs from a right of reentry (also referred to as “right of entry” or “power of termination”) in its legal operation: the possibility of reverter vests automatically upon the stated event, whereas a right of reentry requires affirmative action to terminate the estate. *See id.* I am inclined to follow the Texas Supreme Court in holding that all possibilities of reverter should be treated as rights of reentry. Thus, when the future interest created in favor of GovGuam is treated as a right of reentry, breach is waivable, and action is required by GovGuam to assert its future interest.

²⁸ In 2017, DLM and the Governor approved an extension request for GWA to complete the real estate requirement survey maps contemplated in the 1997 Grant Deed. RA, tab 249 at 2 (Bordallo Decl.); *id.*, Ex. 5 (Time Extension, Inst. No. 910396), Ex. A (Survey Project). That document included a list of properties for which the real estate requirement survey maps were completed and filed at DLM, which includes “Lot 10184-7 (NDSTPS) Parcels 3 & 4.” *See* RA, tab 249 at 2 (Bordallo Decl.), Ex. 5 (Time Extension), Ex. A at 2 (Survey Project). This suggests that, at least by 2017, GWA considered the survey and map requirement satisfied for the Plant Property—and that DLM and the Governor concurred. This confirmation, however, occurred after the 2009 deadline had expired.

1997 Grant Deed were intended to identify the land necessary for GWA's operations and allow GovGuam to reclaim unneeded parcels for other public uses. *See id.* at 32 (citing RA, tab 131 (Clark Decl.), Ex. G at 37–38 (Grant Deed), GWA Res. No. 97-13). It points to the 1980 Easement from the United States to GovGuam (Instrument No. 312261), which included a map titled “Northern District Sewerage System Real Estate Requirements for the Government of Guam” identifying the wastewater treatment plant and sewerage pumping station. *See id.* at 33; RA, tab 131 (Clark Decl.), Ex. E at 10 (Grant of Easement, Inst. No. 312261 (May 23, 1980)). GWA contends this map, along with the map attached to the 1980 Lease, fulfilled the deed's purpose, as they were prepared in anticipation of the property transfer from the United States to GovGuam, and that PUAG's real estate requirements equally defined GWA's after GWA assumed PUAG's assets. *See* GWA's Reply Br. at 16. GWA also notes that the 1997 Grant Deed gives GWA the “exclusive right to determine its real estate requirements, both existing and future, subject only to the approval of [DLM] and the Governor of Guam.” GWA's Br. at 32 (quoting RA, tab 131 (Clark Decl.), Ex. G at 38 (Grant Deed)).

[154] GWA further asserts that when it recorded maps nearly a decade ago, it retraced the same boundaries shown in the 1980 maps, consistent with Guam law's definition of “retracement” as reestablishing monuments or redrawing property maps from existing documents. *See id.* at 33–34 (citing RA, tab 248, (Jacob Decl., Feb. 14, 2023), Ex. 3 at 10 (Santos Dep., Oct. 29, 2020); RA, tab 249 (Bordallo Decl., Feb. 14, 2023), Ex. 5 (Time Extension, July 28, 2017), Ex. A at 2 (Survey Project)); *see also* 18 Guam Admin. R. & Regs. (“GAR”) § 3218(g) (1997) (“Retracement [is] a survey based on existing documents to reestablish monuments or to redraw property map.”). GWA explains that the Land Registration Survey Map for Lot Nos. 10193 and 10194—the subject of its registration petition—retraced the boundaries of Parcels 3 and 4 and cited Retracement Map Doc.

No. 889242. *See* GWA's Br. at 33–34 (citing RA, tab 264 at 16 (Dec. & Order); RA, tab 32 (GWA Pet. Quiet Title, Apr. 17, 2019), Ex. E at 1–2 (Land Regis. Survey Map Lots 10193 and 10194, June 8, 2017); RA, tab 2 (Jacob Decl.), Ex. 3 at 10–11, 15 (Santos Dep.)). GWA maintains that the 1997 Grant Deed's survey provisions were satisfied as early as 1980, and thus the trial court erred in finding that the Plant Property reverted to GovGuam in 2009. *See* GWA's Br. at 33–34.

[155] In brief, I agree with the arguments that the 1997 Grant Deed required GWA to complete “real estate requirement survey map(s)” within five years to identify the land necessary for its operations and allow GovGuam to reclaim unneeded parcels for other public uses. *See* RA, tab 131 (Clark Decl.), Ex. G at 37–38 (Grant Deed). However, the Plant Property had already been surveyed, registered, and mapped in 1980 as part of the 1980 Easement and Lease. These maps identified the Plant Property by metes and bounds and designated it for public utility use. The 1997 Grant Deed incorporated these maps by reference, and GWA later conducted a retracement survey to confirm the boundaries of the Plant Property. *See* RA, tab 248 (Jacob Decl.), Ex. 3 at 10–11, 15 (Santos Dep.), Dep. Ex. 1.

[156] Core Tech's primary argument is that the “real estate requirement survey map(s)” provision was an unsatisfied condition precedent, such that the 1997 Grant Deed never conveyed title to GWA. *See* Core Tech's Br. at 33–35; 43–45. This argument fails. Nothing in the 1997 Grant Deed indicates that GovGuam intended to withhold or delay the transfer of title until completion of survey maps. *See JMR Constr. Corp. v. Env't Assessment & Remediation Mgmt., Inc.*, 198 Cal. Rptr. 3d 47, 66 (Ct. App 2015) (“[S]tipulations in an agreement are not to be construed as conditions precedent unless such construction is required by clear, unambiguous language; and particularly so where a forfeiture would be involved . . .” (quoting *Alpha Beta Food Mkts., Inc. v. Retail Clerks Union Local 770*, 291 P.2d 433, 437 (Cal. 1955))).

[157] Alternatively, Core Tech contends that neither the 1980 Easement maps nor GWA's retracement survey satisfied the 1997 Grant Deed's "real estate requirements survey" standard under 18 GAR §§ 3218(e) and 3220(b), which require a survey prepared in anticipation of government acquisition and signed by the Territorial Planning Commission, the Territory Surveyor, a registered land surveyor, and the requesting agency. *See* Core Tech's Br. at 43. Core Tech asserts that the 1980 Easement map was limited to "the Real Estate Requirements Survey for the Sewerage System Easements and Pumping Station" and omitted key elements, including the certificate of title number for the property, the "signatures of the Territorial Planning Commission (or Guam Land Use Commission), or the signature of GWA as the requesting agency" as required. *See id.* at 43–44. Core Tech further maintains that the 2016 retracement map was untimely and lacked the certificate of title number for the Plant Property. *See id.* at 44. Core Tech maintains that "[e]ven 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" to satisfy GWA's obligation to identify its own Plant needs in 1997. *See id.* at 45. I conclude that Core Tech's arguments are unpersuasive.

2. Any conditions should be strictly construed, and any trivial non-compliance should be excused

[158] It is a maxim that "equity abhors a forfeiture," and the law "traditionally disfavors" them. *People v. Far W. Ins. Co.*, 113 Cal. Rptr. 2d 448, 450 (Ct. App. 2001), *as modified on denial of reh'g* (Dec. 5, 2001). "[T]he law does not favor forfeiture of property, and . . . such provisions in a deed should be construed strictly against the grantor for the reason that they tend to destroy estates." *Aller v. Berkeley Hall Sch. Found.*, 103 P.2d 1052, 1055 (Cal. Dist. Ct. App. 1940); *accord* 18 GCA § 80409 (2005) ("A condition involving a forfeiture must be strictly interpreted against the party for whose benefit it is created."). Furthermore, "[f]orfeiture may be avoided

where a condition has been substantially performed, even though there has been less than a literal performance. Thus, minor breaches will not justify a forfeiture unless there is no doubt that a forfeiture was intended by the parties.” *Miller & Starr*, 4 Cal. Real Est. § 12:13 (citing *Firth v. L.A. Pac. Land Co.*, 152 P. 935, 937 (Cal. Dist. Ct. App. 1915); *Jones*, 232 P.2d at 60). “Where there is compliance as to all matters of substance[,] technical deviations are not to be given the stature of noncompliance. Substance prevails over form.” *Grp. XIII Props. LP v. Stockman*, 300 Cal. Rptr. 3d 913, 924 (App. Dep’t Super. Ct. 2022) (alteration in original) (quoting *Troyk v. Farmers Grp., Inc.*, 90 Cal. Rptr. 3d 589, 611 (Ct. App. 2009)).

3. Despite any technical noncompliance, the 1980 Easement and 1980 Lease maps satisfy the substance of the 1997 Grant Deed’s survey and map requirement

[159] While the 1997 Grant Deed itself does not define “real estate requirements survey,” DLM’s Territorial Planning Commission regulations define it as “a survey prepared in anticipation of government acquisition of land to establish description and ownership.” 18 GAR § 3218(e). Guam’s land survey regulations “apply to all land surveys conducted in Guam,” including military-purpose surveys, which must also meet the uniform specifications required by law if the resulting map is to be recorded. *See* 18 GAR § 1101.²⁹ The uniform specifications governing survey-based maps accepted for recording are set forth in 18 GAR § 1110. That provision provides that no map will be accepted unless prepared in accordance with the prescribed specifications, based on a survey complying with all applicable laws and regulations, drawn on durable materials,

²⁹ Title 18 GAR § 1101 states:

These Regulations apply to all land surveys conducted in Guam; provided, however, that in cases of surveys made for military purposes by personnel of the Armed Forces or those conducting surveys pursuant to contract with the Armed Forces, they apply only to the extent that no map will be entitled to recordation unless it is based on a survey which complies with these Regulations and the uniform specifications required by 21 GCA § 60501(b) and § 60505(b) attached hereto [detailed in 18 GAR § 1110].

18 GAR § 1101 (1997).

conforming to required dimensions and scales, containing specified information such as bearings, distances, monuments, and adjoining ownership, and including required certificates, legends, and approvals. *See* 18 GAR § 1110. Promulgated by Executive Order 66-15 and filed with the Legislative Secretary on May 19, 1975, these uniform specifications were in force when the 1997 Grant Deed was executed. *See* 18 GAR § 1110, NOTE.

[160] But form should not prevail over substance. Core Tech asks this court to disregard the fact that a map was recorded in 1980 bearing the title “Northern District Sewerage System Real Estate Requirements for the Government of Guam,” which described the Plant Property by metes and bounds. The condition in the deed should be liberally construed in favor of GWA retaining title, and forfeiture should not rest on technical omissions such as the absence of a certificate of title number, the “signatures of the Territorial Planning Commission (or GLUC), or the signature of GWA as the requesting agency.” *See* 18 GCA § 80409; *Aller*, 103 P.2d at 1055. The survey and maps prepared in 1980 satisfied the substance of the 1997 Grant Deed’s requirements, and any technical deviations should be excused. *See Stockman*, 300 Cal. Rptr. at 924.

[161] Accordingly, even assuming the 1997 Grant Deed’s survey and map requirement applied to the Plant Property, GWA substantially complied with that requirement, and any remaining technical deviations do not justify a forfeiture.

C. The Trial Court’s Erroneous Application of the After-Acquired Title Doctrine Merits Further Discussion

[162] The majority felt that it need not address the after-acquired title doctrine beyond its application to the 1997 Grant Deed; however, I note the trial court erred in applying the doctrine to the intervening deeds involving GALC and the Torres Estate.

[163] The after-acquired title doctrine does not apply to the 2002 GovGuam Quitclaim Deed because, as discussed below, the deed does not purport to convey any interest in the Plant Property.

GWA is correct that the general rule is that the doctrine does not apply to quitclaim deeds. *See* GWA's Br. at 41–42; *see Camacho v. Perez*, 2017 Guam 16 ¶ 33. The trial court seems to have interpreted this court's decisions to establish a bright-line rule that if an instrument contains the word “grant,” it is categorically not a quitclaim deed. *See* RA, tab 264 at 30 (Dec. & Order). This is a reading that should be rejected, as all instruments must be considered as a whole. *See* 26 Cal. Jur. 3d *Deeds* § 181. Rather than creating a bright-line rule that including the word “grant” transforms any instrument into a warranty deed, California courts have held (consistent with California Civil Code section 1113) that the word “grant” implies the existence of two specific covenants “and none other.”³⁰ *See, e.g., S. Pac. Co. v. Dore*, 168 P. 147, 147 (Cal. Dist. Ct. App. 1917) (quoting Cal. Civ. Code § 1113); *see also* Miller & Starr, 3 Cal. Real Est. § 8:6 (“[T]here is no implied covenant in a grant deed that the property was free of encumbrances at the time the grantor acquired title or that the grantor has good title to the property nor is there any implied warranty of the quality or fitness of the property conveyed.” (footnote omitted)). Guam has adopted an analogous provision to California Civil Code section 1113. *See* 21 GCA § 4210 (2005).

[164] However, there is genuine ambiguity when the 2002 GovGuam Quitclaim Deed is read as a whole because the description of the property is sandwiched by language characteristic of both a grant and a quitclaim, in addition to the deed referring to itself as both a “Quitclaim Deed” and a “Grant Deed.” RA, tab 131 (Clark Decl.), Ex. J at 1, 4 (Quitclaim Deed, Inst. No. 661951 (Aug. 29, 2002)). The trial court can hardly be faulted for looking past the name of the instrument and finding that the intent of the parties was to convey something beyond a quitclaim. However, that does not end the analysis.

³⁰ Guam has adopted an analogous statute recognizing that the use of the word “grant” implies the existence of covenants against prior conveyances and encumbrances. *See* 21 GCA § 4210 (2005).

[165] The touchstone of deed interpretation remains the intent of the parties, and courts should first look to the four corners of the instrument to determine whether there was an intent to convey a fee interest in the Plant Property. Although there may have been an intent to convey a fee estate in AJKD generally, that intent did not extend to the Plant Property specifically. First, the 2002 GovGuam Quitclaim Deed contains a recitation of Guam policy which is to either return land *or* provide just compensation for lands not returned. *Id.* at 1–2. Furthermore, the deed explicitly notes a carveout for lands that are not returned because they are required for another public benefit use, such as wastewater. *Id.* And the grant clause incorporates by reference “Guam Public Laws 22-145, 23-23, 23-141, and 25–45,” *id.* at 2, which explicitly provide that land for public utilities shall not be transferred to GALC. The deed also contains a reservation that the conveyance is “consistent in all respects” with the terms and conditions of the 2002 U.S. Quitclaim Deed, *id.* at 3, which in turn was subject to “ALL covenants, reservations, easements, leases, restrictions, and rights recorded or unrecorded, for . . . sewer and water mains and lines [and] public utilities” in addition to “any facts which a physical inspection . . . may disclose.” RA, tab 131 (Clark Decl.), Ex. H at 1 (Quitclaim Deed, Inst. No. 660299 (July 26, 2002)). And finally, the instrument contains a severability clause for any conveyance “deemed to be illegal, void, or unenforceable.” RA, tab 131 (Clark Decl.), Ex. J at 4 (Quitclaim Deed). Thus, when read as a whole, the 2002 GovGuam Quitclaim Deed reflects an intent to comply with the relevant statutes and reservations, excluding from conveyance any property used for public utilities—most notably, the Plant Property.

[166] Furthermore, under California law, “[a] deed which purports to convey a fee, passes after-acquired title regardless of any intervening deed to another grantee with notice of the prior deed.” *Maxwell v. Carlon*, 86 P.2d 666, 668 (Cal. Dist. Ct. App. 1939). When the 2002 GovGuam

Quitclaim Deed was executed, GALC had notice of the 1997 Grant Deed from GWA's "open, notorious, exclusive, unequivocal, and visible possession" of the Plant Property. *See Follette v. Pac. Light & Power Corp.*, 208 P. 295, 303 (Cal. 1922) (in bank) ("The courts in many states hold that open, notorious, exclusive, unequivocal, and visible possession by a grantee in a deed is to be deemed notice of its having been made." (quoting Washburn on Real Property, vol. 3, p. 292 (6th ed.))). Additionally, GALC had constructive notice of the 1997 Grant Deed because it was recorded with DLM in July 1997. *See Romak Iron Works v. Prudential Ins. Co.*, 163 Cal. Rptr. 869, 874 n.7 (Ct. App. 1980) ("Every conveyance of real property acknowledged or proved and certified and recorded as prescribed by law from the time it is filed with the recorder for record is constructive notice of the contents thereof to subsequent purchasers and mortgagees" (alteration in original) (quoting Cal. Civ. Code § 1213)); *see also* 21 GCA § 37101 (2005) (similar). Thus, the doctrine of after-acquired title cannot apply to the 2002 GovGuam Quitclaim Deed.

[167] It appears to have been the express intent of the parties to exclude from the conveyance any property used for utilities. The 2002 GovGuam Quitclaim Deed does not purport to grant a fee simple estate in the Plant Property. Furthermore, because GALC had notice of the 1997 Grant Deed, the after-acquired title doctrine cannot apply to its intervening deed. The trial court erred when it found the doctrine applied to the 2002 GovGuam Quitclaim Deed.

[168] Similarly, the 2006 GALC Quitclaim Deed executed between GALC and the Torres Estate incorporated restrictions from Guam's public laws, which prohibited the return of lands used for public utilities. *See* RA, tab 131 (Clark Decl.), Ex. L at 4 (Quitclaim Deed, Inst. No. 744340 (Oct. 6, 2006)). The deed explicitly stated that it was "subject to the reservations, limitations, reversions, restrictions, covenants that run with the land, conditions and exceptions as expressed and set out

in” the 2002 U.S. Quitclaim Deed, *id.* at 4-5, which in turn included “ALL covenants, reservations, easements, leases, restrictions, and rights recorded or unrecorded, for . . . sewer and water mains and lines [and] public utilities . . . and to any facts which a physical inspection or accurate survey of the Property may disclose,” RA, tab 131 (Clark Decl.), Ex. H at 1 (Quitclaim Deed). The trial court erred in applying the after-acquired title doctrine to this deed because it did not purport to convey a fee simple estate in the Plant Property. Furthermore, the Torres Estate had actual notice of GWA’s interest in the Plant Property, as the property was explicitly excluded from the appraisal conducted before the sale of Lot AL-002. *See* PR0220-50, Decl. re Appraisal at 4 (Aug. 6, 2007).

[169] The trial court correctly concluded that the after-acquired title doctrine applied to the 1997 Grant Deed. However, it erred in extending the doctrine to the subsequent quitclaim deeds.

II. CONCLUSION

[170] Even if the 1997 Grant Deed were ambiguous, the automatic reverter clause should be treated as a right of reentry, which GovGuam has never exercised. Furthermore, GWA substantially complied with the survey and map requirements, and any technical deviations should not result in forfeiture. Finally, the trial court erred in applying the after-acquired title doctrine to the subsequent quitclaim deeds, as they did not purport to convey a fee simple estate in the Plant Property.

[171] For these reasons, I concur with the majority’s conclusion that GWA holds superior title to the Plant Property and is entitled to judgment as a matter of law on its quiet title claim. However, I believe the additional analysis provided here further clarifies why the trial court’s decision was erroneous.

/s/

F. PHILIP CARBULLIDO
Associate Justice