

*I Mina'trentai Sais Na Liheslaturan Guåhan*  
**BILL STATUS**

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CMTE REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	FISCAL NOTES	NOTES
<b>36-36 (COR)</b> As substituted by the Committee on General Government Operations, Appropriations, and Housing; and amended on the Floor	Joe S. San Agustin Therese M. Terlaje Christopher M. Dueñas Telo T. Taitague Tina Rose Muña Barnes Amanda L. Shelton Clynton E. Ridgell James C. Moylan Joanne Brown V. Anthony Ada Frank Blas Jr. Jose "Pedro" Terlaje	AN ACT TO AUTHORIZE A COMMERCIAL SUBMERGED LAND LICENSE BETWEEN THE GOVERNMENT OF GUAM AND TELEGUAM HOLDINGS LLC, DOING BUSINESS AS GTA, FOR THE PURPOSE OF LANDING SUBMARINE CABLE AT ALUPANG, TAMUNING, GUAM.	1/19/21 1:52 p.m.	1/20/21	Committee on Public Accountability, Human Resources, the Guam Buildup, Hagåtña Revitalization, Regional Affairs, Public Libraries, Telecommunications, and Technology	3/11/2021 9:00 a.m.	7/22/21 10:18 a.m.	Request: 1/20/21	
				1/22/21	Re-Referred: Committee on Health, Land, Justice, and Culture		As substituted by the Committee on Health, Land, Justice, and Culture.	1/28/21	
			SESSION DATE	TITLE	DATE PASSED	TRANSMITTED	DUE DATE	NOTES	
8/2/21	AN ACT TO AUTHORIZE A COMMERCIAL SUBMERGED LAND LICENSE AGREEMENT BETWEEN THE GOVERNMENT OF GUAM, SPECIFICALLY, THE CHAMORRO LAND TRUST COMMISSION, AND TELEGUAM HOLDINGS LLC, DOING BUSINESS AS GTA, FOR THE PURPOSE OF LANDING SUBMARINE CABLES AT ALUPANG, TAMUNING, GUAM.	8/6/21	8/7/21	8/19/21					



COPY

*I MINA'TRENTAI SAIS NA LIHESLATURAN GUÅHAN*  
Thirty-Sixth Guam Legislature

August 7, 2021

The Honorable Lourdes A. Leon Guerrero  
*I Maga'hågan Guåhan*  
*Ufisinan I Maga'håga*  
*Hagåtña, Guam 96910*

Dear *Maga'håga* Leon Guerrero:

Transmitted herewith are **Bill Nos. 7-36 (COR), 95-36 (LS), 117-36 (COR), 118-36 (COR), 119-36 (COR), 125-36 (COR) 126-36 (COR) and 164-36 (COR);** and **Substitute Bill Nos. 36-36 (COR) and 75-36 (COR)** which were passed by *I Mina'trentai Sais Na Liheslaturan Guåhan* on August 6, 2021.

Sincerely,

  
AMANDA L. SHELTON  
Legislative Secretary

Enclosure (10)

Recd by EJ Lizana  
8/7/21 4:30pm

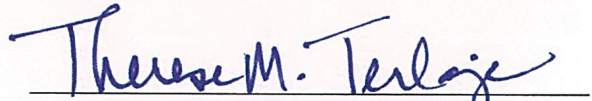


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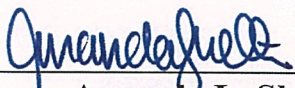
*I MINA'TRENTAI SAIS NA LIHESLATURAN GUÅHAN*  
2021 (FIRST) Regular Session

CERTIFICATION OF PASSAGE OF AN ACT TO *I MAGA'HÅGAN GUÅHAN*

This is to certify that Substitute Bill No. 36-36 (COR), "AN ACT TO AUTHORIZE A COMMERCIAL SUBMERGED LAND LICENSE AGREEMENT BETWEEN THE GOVERNMENT OF GUAM, SPECIFICALLY, THE CHAMORRO LAND TRUST COMMISSION, AND TELEGUAM HOLDINGS LLC, DOING BUSINESS AS GTA, FOR THE PURPOSE OF LANDING SUBMARINE CABLES AT *ALUPANG, TAMUNING, GUAM,*" was on the 6<sup>th</sup> day of August 2021, duly and regularly passed.

  
Therese M. Terlaje  
Speaker

Attested:

  
Amanda L. Shelton  
Legislative Secretary

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This Act was received by *I Maga'hågan Guåhan* this 7<sup>th</sup> day of AUG.,  
2021, at 4:30 o'clock P.M.

\_\_\_\_\_  
Assistant Staff Officer  
*Maga'håga's Office*

APPROVED:

\_\_\_\_\_  
Lourdes A. Leon Guerrero  
*I Maga'hågan Guåhan*

Date: \_\_\_\_\_

Public Law No. \_\_\_\_\_

***I MINA'TRENTAI SAIS NA LIHESLATURAN GUÅHAN***  
**2021 (FIRST) Regular Session**

**Bill No. 36-36 (COR)**

As substituted by the Committee on Health,  
Land, Justice, and Culture; and amended on the Floor.

Introduced by:

Joe S. San Agustin  
Therese M. Terlaje  
Christopher M. Dueñas  
Telo T. Taitague  
Tina Rose Muña Barnes  
Amanda L. Shelton  
Clynton E. Ridgell  
James C. Moylan  
Joanne Brown  
V. Anthony Ada  
Frank Blas Jr.  
Jose "Pedo" Terlaje  
Telena Cruz Nelson  
Sabina Flores Perez  
Mary Camacho Torres

**AN ACT TO AUTHORIZE A COMMERCIAL  
SUBMERGED LAND LICENSE AGREEMENT  
BETWEEN THE GOVERNMENT OF GUAM,  
SPECIFICALLY, THE CHAMORRO LAND TRUST  
COMMISSION, AND TELEGUAM HOLDINGS LLC,  
DOING BUSINESS AS GTA, FOR THE PURPOSE OF  
LANDING SUBMARINE CABLES AT *ALUPANG,*  
*TAMUNING,* GUAM.**

1        **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2        **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guåhan* finds  
3        that TeleGuam Holdings LLC, doing business as GTA (hereinafter GTA), had been  
4        negotiating with the Chamorro Land Trust Commission (CLTC) for a submerged

1 land license agreement in order to land certain submarine cables in the village of  
2 *Tamuning*, Guam. The submerged parcel in *Tamuning* is more particularly described  
3 as a section of the *Alupang* reef flat and channel where submarine cables would be  
4 buried to render needed and additional connectivity for the island and its residents.

5 *I Liheslaturan Guåhan* further finds that GTA’s proposal to bring in and  
6 provide additional submarine cable capacity for global voice and data transmission  
7 and global access to planned and existing land-based communication networks in  
8 the Guam area will result in improved telecommunications efficiency for the island  
9 and its residents and businesses, and additional redundancy critical to ensure that  
10 telecommunications remain viable during natural catastrophes and other emergency  
11 conditions. Furthermore, there are a number of existing submarine cables traversing  
12 Guam that are either coming to its end-of-life or will be decommissioned in the  
13 coming years, and there is a necessity for new private investment of state-of-the-art  
14 submarine cables for the island to ensure continued economic and social growth.

15 The provision of the Organic Act of Guam regarding tidelands, submerged  
16 lands, or filled lands conveyed to Guam states that “subject to valid existing rights,  
17 all right, title, and interest of the United States in lands permanently or periodically  
18 covered by tidal waters up to but not above the line of mean high tide and seaward  
19 to a line three geographical miles distant from the coastlines of the territories of  
20 Guam, the Virgin Islands, and American Samoa, as heretofore or hereafter modified  
21 by accretion, erosion, and reliction, and in artificially made, filled in, or reclaimed  
22 lands which were formerly permanently or periodically covered by tidal waters, are  
23 hereby conveyed to the governments of Guam, the Virgin Islands, and American  
24 Samoa, as the case may be, to be administered in trust for the benefit of the people  
25 thereof.” 48 U.S.C. § 1705(a).

26 CLTC has jurisdiction of submerged lands owned by the Government of  
27 Guam. An informational memo from the Attorney General of Guam to the Director

1 of the Department of Land Management dated November 21, 1996, reaffirmed that  
2 submerged land owned by the government of Guam or transferred by the United  
3 States to the Government of Guam pursuant to the Territorial Submerged Lands Act,  
4 48 U.S.C. § 1700 *et seq.* are now under the jurisdiction of the Chamorro Land Trust  
5 Commission unless they were specifically reserved pursuant to Sections 2(b) or 2(c)  
6 of Public Law 22-18.

7 The proposed license agreement would exceed current statutory time limits,  
8 and therefore requires legislative approval. 21 GCA § 75107(c) authorizes the CLTC  
9 to grant licenses to public utility companies for terms not to exceed twenty-one (21)  
10 years. Additionally, pursuant to 21 GCA § 75122, properties under the jurisdiction  
11 of the CLTC may be designated for commercial lease up to five (5) years.  
12 Submerged cables have an expected lifespan of approximately twenty-five (25)  
13 years.

14 Therefore, it is the intent of *I Liheslaturan Guåhan* to authorize CLTC to enter  
15 into a commercial submerged land license agreement with GTA, in accordance with  
16 the terms and conditions articulated in this Act, for the purpose of bringing additional  
17 telecommunications infrastructure for a period exceeding the twenty-one (21) year  
18 limit in existing law, subject to approvals and permits as required by U.S. federal  
19 and local laws, including permitting application review and approval from the U.S.  
20 Army Corps of Engineers for work in U.S. waters, the Guam Coastal Management  
21 Program Consistency Certification in accordance with the Coastal Zone  
22 Management Act of 1972, and the Guam Territorial Seashore Protection  
23 Commission pursuant to the Guam Territorial Seashore Protection Act of 1974 for  
24 work within the seashore reserve, the Guam Environmental Protection Agency, and  
25 the National Oceanic and Atmospheric Administration.

26 **Section 2. Authorization to Enter into a Commercial Submerged Land**  
27 **License Agreement with GTA.** Notwithstanding any other provision of law, or rule

1 or regulation, *I Liheslaturan Guåhan* authorizes the Chamorro Land Trust  
2 Commission (CLTC) to enter into a commercial submerged land license agreement  
3 with TeleGuam Holdings LLC, doing business as GTA, as articulated within and in  
4 conformance with the provisions of this Act, for the purpose of the construction,  
5 installation, operation, maintenance, and use of no more than six (6) fiber-optic cable  
6 systems at *Alupang* reef flat and channel.

7 (a) The submerged land to be licensed to GTA (Licensed Property)  
8 shall extend from the line of mean high tide and seaward to a line three (3)  
9 geographical miles distant from the coastline and shall include an approximate  
10 ten (10±) feet wide section of the *Alupang* reef flat and channel starting from  
11 the mean high tide watermark to the exit offshore at approximately three  
12 thousand six hundred (3,600±) feet and under sixty-five (65) to one hundred  
13 thirty-one (131) feet of water in the Philippine Sea for underground conduit  
14 infrastructure that would consist of such number of submerged cable ducts  
15 and landing pipes as necessary for GTA to operate its cable landing station;  
16 provided, that GTA shall not locate more than six (6) submarine cables and  
17 landing pipes within the Licensed Property.

18 The landing pipes may be installed using the Horizontal Directional  
19 Drilling construction method, if required permits and approvals allow. It is  
20 contemplated that the conduit infrastructure will extend from the terrestrial  
21 Landing Manhole (LMH) owned or leased by GTA, under the *Alupang* Beach  
22 and Bay, exiting approximately four thousand six hundred (4,600±) feet  
23 offshore and under approximately sixty-five (65) to one hundred thirty-one  
24 (131) feet of water. The fiber-optic cables may be pulled through these  
25 landing pipes and brought into the LMH to connect with the cables coming  
26 from the cable landing station.

1           GTA shall provide to CLTC and the Department of Land Management  
2 the Global Positioning System (GPS) Survey Depiction of the final permitted  
3 underground conduit infrastructure.

4           (b) Term. The license agreement shall be for a term of twenty-five  
5 (25) years; and, GTA shall be afforded two (2) five (5)-year options to renew  
6 such license agreement at its election upon written notification to CLTC at  
7 least one hundred eighty (180) days prior to the end of the twenty-fourth  
8 (24th) year of the original term and one hundred eighty (180) days prior to the  
9 end of the first (1st) five (5)-year option period. The license agreement shall  
10 be subject to termination by GTA in the event that GTA is unable to procure  
11 the necessary permits and approvals for the construction and operation of the  
12 submarine and terrestrial facilities to support the proposed submarine cable  
13 landing activity of GTA within three (3) years of enactment of this Act.

14           (c) Such license agreement, subject to the terms stated herein, shall  
15 be binding and enforceable in all respects on the CLTC upon execution and  
16 shall require no further approvals on the part of *I Liheslaturan Guåhan*.

17           (d) Non-Exclusivity and Non-Interference. GTA acknowledges that  
18 the Licensed Property is non-exclusive; however, CLTC may not  
19 unreasonably interfere with the continued operation and maintenance of the  
20 GTA landing pipes and manholes and will notify GTA of any proposed  
21 crossing or parallel installation at least sixty (60) calendar days (“Notice  
22 Period”) prior to any proposed installation unless installation is required due  
23 to an emergency. GTA shall notify CLTC within the Notice Period if they  
24 object to CLTC’s intention to place conduit, utility lines or any other structure  
25 or line within the subject easement and shall support with plans and  
26 specifications to the satisfaction of CLTC the basis for any contention there is  
27 an unreasonable interference with GTA’s conduit. CLTC shall, at its sole



1 discretion, determine whether there is an unreasonable interference with  
2 GTA's landing pipes. CLTC shall be authorized to install any parallel or  
3 crossing installation if it reasonably determines there is no interference with  
4 GTA's landing pipes.

5 **Section 3. Compensation for Submerged Lands License Agreement.** In  
6 exchange for those rights granted under the submerged land license agreement for  
7 the six (6) Cables, GTA shall pay CLTC annual license fees according to the  
8 following schedule:

9 (a) For the first (1<sup>st</sup>) cable system: A landing fee of One Hundred  
10 Thousand Dollars (\$100,000) shall be paid within thirty (30) days of approval  
11 from the Bureau of Statistics and Plans Guam Coastal Management Program's  
12 Federal Consistency permit. In addition, an initial annual license payment in  
13 the amount of One Hundred Thousand Dollars (\$100,000) shall be paid within  
14 thirty (30) days of the System Operational Date (as defined below) of the first  
15 (1<sup>st</sup>) cable system (the First System Operational Date), and thereafter an  
16 annual license payment adjusted in accordance with Section 3(h) shall be paid  
17 beginning on the first (1<sup>st</sup>) anniversary of the First System Operational Date  
18 and continuing annually for the term of the license agreement.

19 (b) For the second (2<sup>nd</sup>) cable system: A landing fee of One Hundred  
20 Thousand Dollars (\$100,000) shall be paid within thirty (30) days of approval  
21 from the Bureau of Statistics and Plans Guam Coastal Management Program's  
22 Federal Consistency permit. In addition, an initial annual license payment in  
23 the amount of One Hundred Thousand Dollars (\$100,000) shall be paid within  
24 thirty (30) days of the System Operational Date of the second (2<sup>nd</sup>) cable  
25 system (the Second System Operational Date), and thereafter an annual  
26 license payment adjusted in accordance with Section 3(h) shall be paid

1 beginning on the first (1<sup>st</sup>) anniversary of the Second System Operational Date  
2 and continuing annually for the term of the license agreement.

3 (c) For the third (3<sup>rd</sup>) cable system: A landing fee of One Hundred  
4 Thousand Dollars (\$100,000) shall be paid within thirty (30) days of approval  
5 from the Bureau of Statistics and Plans Guam Coastal Management Program's  
6 Federal Consistency permit. In addition, an initial annual license payment in  
7 the amount of One Hundred Thousand Dollars (\$100,000) shall be paid within  
8 thirty (30) days of the System Operational Date of the third (3<sup>rd</sup>) cable system  
9 (the Third System Operational Date), and thereafter an annual license  
10 payment adjusted in accordance with Section 3(h) shall be paid beginning on  
11 the first (1<sup>st</sup>) anniversary of the Third System Operational Date and continuing  
12 annually for the term of the license agreement.

13 (d) For the fourth (4<sup>th</sup>) cable system: A landing fee of One Hundred  
14 Thousand Dollars (\$100,000) shall be paid within thirty (30) days of approval  
15 from the Bureau of Statistics and Plans Guam Coastal Management Program's  
16 Federal Consistency permit. In addition, an initial annual license payment in  
17 the amount of One Hundred Thousand Dollars (\$100,000) shall be paid within  
18 thirty (30) days of the System Operational Date of the fourth (4<sup>th</sup>) cable system  
19 (the Fourth System Operational Date), and thereafter an annual license  
20 payment adjusted in accordance with Section 3(h) shall be paid beginning on  
21 the first (1<sup>st</sup>) anniversary of the Fourth System Operational Date and  
22 continuing annually for the term of the license agreement.

23 (e) For the fifth (5<sup>th</sup>) cable system: A landing fee of One Hundred  
24 Thousand Dollars (\$100,000) shall be paid within thirty (30) days of approval  
25 from the Bureau of Statistics and Plans Guam Coastal Management Program's  
26 Federal Consistency permit. In addition, an initial annual license payment in  
27 the amount of One Hundred Thousand Dollars (\$100,000) shall be paid within

1 thirty (30) days of the System Operational Date of the fifth (5<sup>th</sup>) cable system  
2 (the Fifth System Operational Date), and thereafter an annual license payment  
3 adjusted in accordance with Section 3(h) shall be paid beginning on the first  
4 (1<sup>st</sup>) anniversary of the Fifth System Operational Date and continuing annually  
5 for the term of the license agreement.

6 (f) For the sixth (6<sup>th</sup>) cable system: A landing fee of One Hundred  
7 Thousand Dollars (\$100,000) shall be paid within thirty (30) days of approval  
8 from the Bureau of Statistics and Plans Guam Coastal Management Program's  
9 Federal Consistency permit. In addition, an initial annual license payment in  
10 the amount of One Hundred Thousand Dollars (\$100,000) shall be paid within  
11 thirty (30) days of the System Operational Date of the sixth (6<sup>th</sup>) cable system  
12 (the Sixth System Operational Date), and thereafter an annual license payment  
13 adjusted in accordance with Section 3(h) shall be paid beginning on the first  
14 (1<sup>st</sup>) anniversary of the Sixth System Operational Date and continuing  
15 annually for the term of the license agreement.

16 (g) The System Operational Date of each Cable shall be that date at  
17 which the Cable is fully installed, the associated system-wide testing is  
18 completed, and the Cable is approved to carry commercial traffic. GTA shall  
19 notify CLTC within thirty (30) days after the establishment of the System  
20 Operational Date of each cable landing within its submerged land license  
21 agreement.

22 (h) The annual fees for each cable system set forth in this Section  
23 shall be adjusted annually on the anniversary of the System Operational Date  
24 of each Cable, and for the remainder of the term. All recurring fees shall be  
25 adjusted and increased annually for inflation at a fixed rate of two percent  
26 (2%) per annum.

1           **Section 4. License Agreement Requirements.** From and after the effective  
2 date of this Act, the following requirements shall apply to and be incorporated in any  
3 submerged land license agreement entered into with the CLTC:

4           (a) Interest for Late Payment. All license fees in arrears shall bear  
5 interest at a rate of four percent (4%) per annum in excess of the prime rate,  
6 calculated daily and compounded monthly, without demand, from the date it  
7 should have been paid to CLTC, until actual payment to CLTC.

8           (b) Taxes. Any and all taxes, fees and assessments, to include taxes  
9 on gross receipts, and improvements to the Licensed Property levied upon the  
10 Licensed Property, shall be borne and paid by GTA upon execution of the  
11 license agreement.

12           (c) Insurance. The license agreement shall require GTA to have  
13 business liability insurance that indemnifies and holds CLTC and the  
14 government of Guam harmless, and shall require GTA to respond to CLTC  
15 requests for information on a timely basis. GTA shall procure, at its own cost  
16 and expense, and keep in force during the term of the license agreement for  
17 the mutual benefit of CLTC and GTA, a policy of comprehensive liability  
18 insurance in such amounts, form, and with such insurance company as CLTC  
19 shall approve. A copy of such policies shall be provided to CLTC at CLTC's  
20 request. CLTC may review the foregoing limits of coverage and require  
21 increases therein but shall not require increases more frequently than annually.  
22 The policy or policies shall contain a clause stating that the insurer will not  
23 cancel or change insurance coverage without first giving CLTC and GTA  
24 thirty (30) days prior written notice of such change or cancellation.

25           (d) The general public shall have the continuing right to use the reef  
26 flat and the waters above to enter on or cross any portion of the Licensed  
27 Property for fishing and other recreational purposes, and CLTC reserves the

1 right to itself and to the agents and representatives of the government of Guam  
2 to enter on and cross any portion of the Licensed Property for the purpose of  
3 performing any public or official duties; provided, however, that in the  
4 exercise of such rights, CLTC and the general public shall not unreasonably  
5 interfere with GTA's use and enjoyment of the rights granted by the license  
6 agreement.

7 (e) The Licensed Property may be occupied and used by GTA solely  
8 for the activities proposed by GTA and for incidental purposes related to the  
9 landing of submarine cables. In no event shall GTA conduct any activity on  
10 the Licensed Property without obtaining all requisite authorizations and  
11 permits from the appropriate Guam and federal government agencies or  
12 authorities.

13 (f) Compliance with Environmental Laws. All activities on the  
14 Licensed Property shall be in compliance and maintained in accordance with  
15 existing federal and local environmental laws, including permitting  
16 application review and approval from the U.S. Army Corps of Engineers for  
17 work in U.S. waters, the Guam Coastal Management Program Consistency  
18 Certification in accordance with the Coastal Zone Management Act of 1972,  
19 and the Guam Territorial Seashore Protection Commission pursuant to the  
20 Guam Territorial Seashore Protection Act of 1974 for work within the  
21 seashore reserve, the Guam Environmental Protection Agency, and the  
22 National Oceanic and Atmospheric Administration. Failure to comply with  
23 environmental laws shall be a material default by GTA.

24 (g) GTA shall comply with all requirements imposed under all such  
25 authorizations and permits and, more generally, shall comply with all  
26 applicable Guam and federal government laws, rules and regulations relating  
27 to its activities on the Licensed Property. GTA shall comply with applicable

1 federal laws, including the Submarine Cable Act of 1921 and the  
2 Communications Acts of 1934, as amended, and rules and regulations of the  
3 Federal Communications Commission applicable to its interstate and  
4 international submarine cable landing authorizations and licensure, including  
5 annual reporting obligations. The rights of GTA under the license agreement  
6 are personal to GTA and may not be transferred or assigned to any other  
7 person, firm, corporation, or other entity without the prior written consent of  
8 CLTC, which consent shall not be unreasonably withheld; provided, however,  
9 that GTA may, without CLTC's consent, lease or transfer conduit or duct  
10 space to third parties landing submarine cables; and provided, further, that  
11 GTA may, without CLTC's consent, assign its rights to any person acquiring  
12 all of GTA's assets in Guam on condition that the assignee assumes all of  
13 GTA's obligations under the license agreement.

14 (h) Improvements to CLTC Property. The license agreement shall  
15 require that any improvements made to or upon the Licensed Property shall  
16 belong in title to the CLTC upon termination or expiration of the license  
17 agreement, and that any removal required by the CLTC of improvements or  
18 items remaining on the property shall be the responsibility of GTA at no cost  
19 to the CLTC.

20 **Section 5. Default and Termination.** From and after the effective date of  
21 this Act, the following provisions shall apply to and be incorporated into any  
22 submerged land license agreement entered into with the CLTC:

23 (a) Any failure to comply with this Act, the license agreement, or a  
24 material term of the conditions of any government approval or permit shall be  
25 considered a material breach of the license agreement. The party aggrieved by  
26 such breach may deliver a Notice of Default to the party in breach specifying  
27 such noncompliance and the appropriate cure. Except as otherwise provided

1 in this Act, if the breach has not been corrected within a period of ninety (90)  
2 days after receipt of the Notice of Default, then the aggrieved party may  
3 terminate the license agreement. Notwithstanding the foregoing, if the breach  
4 cannot reasonably be corrected during its applicable cure period, then the  
5 aggrieved party may not terminate the license agreement if the breaching party  
6 begins to correct such noncompliance during the cure period and diligently  
7 pursues corrective measures to completion.

8 (b) Upon termination or expiration of the license agreement, unless  
9 extended pursuant to the terms of the license agreement, the license agreement  
10 shall become null and void, except that CLTC may enforce any and all  
11 obligations of GTA arising out of acts or omissions occurring prior to such  
12 termination or expiration.

13 (c) Without limiting any other remedies the CLTC may have arising  
14 out of the license agreement or at law in respect of any default in the  
15 performance of GTA's obligations under the license agreement, the CLTC  
16 shall have the right, in the case of any default and without any re-entry or  
17 termination of the license agreement, to enter upon the Licensed Property and  
18 cure or attempt to cure such default (but this shall not obligate the CLTC to  
19 cure or attempt to cure any such default or, after having commenced to cure  
20 or attempt to cure such default, prevent the CLTC from ceasing to do so) and  
21 GTA shall promptly reimburse to the CLTC any expense incurred by the  
22 CLTC in so doing and the same shall be recoverable.

23 (d) The license agreement may be terminated in any of the following  
24 events (each an "Event of Default"):

25 (1) if license fees or any part thereof shall not be paid on any  
26 day when such payment is due, CLTC may, at any time, thereafter, give

1 notice of such failure to GTA, and if the failure is not remedied by GTA  
2 within five (5) days after the giving of such notice; or

3 (2) if GTA fails or neglects to perform or comply with any of  
4 the terms, covenants, or conditions contained in the license agreement  
5 (other than the covenants to pay license fees) on the part of GTA to be  
6 performed or observed, CLTC may, at any time, thereafter, give notice  
7 of such failure or neglect to GTA and GTA:

8 (A) if the matter complained of in such notice is capable  
9 of being remedied by the payment of money, has not corrected  
10 the matter complained of within a period of five (5) days after  
11 the giving of such notice; or

12 (B) if the matter complained of in such notice is not  
13 capable of being remedied by the payment of money, has not  
14 corrected the matter complained of within a period of twenty (20)  
15 days after the giving of such notice, or if a period of more than  
16 such twenty (20) days is reasonably required to remedy, with  
17 reasonable diligence, the matters complained of in such notice,  
18 has not forthwith commenced to remedy the same and diligently  
19 prosecute the remedying of the same to completion; or

20 (C) if an event of insolvency shall have occurred with  
21 respect to GTA; or

22 (D) a breach of an obligation by GTA which has  
23 resulted in cancellation of insurance coverage where GTA has  
24 not prior to or concurrent with such cancellation replaced such  
25 coverage with comparable coverage or breach of an obligation  
26 where there has been a notice of cancellation of insurance  
27 coverage which has not been cured and where GTA has not,



1 within the period of time set out in such notice, or within ten (10)  
2 days where no period is set out therein, replaced such coverage  
3 with comparable coverage or which is otherwise a breach of the  
4 obligations respecting insurance; or

5 (E) abandonment of the project by GTA; the CLTC, at  
6 its option, may terminate the license agreement by notice to  
7 GTA, in which event such termination shall be effective  
8 immediately upon the delivery of such notice and may enter upon  
9 the Licensed Property with or without process of law and take  
10 possession thereof.

11 **Section 6. Deposit of Revenues and Fees.** Revenues from fees and interest  
12 generated from the commercial submerged land license agreement authorized in this  
13 Act shall be deposited in the Chamorro Land Trust Survey and Infrastructure Fund  
14 to be used for all authorized purposes of that Fund, including to survey and subdivide  
15 CLTC property, to ensure access to water and access to sewer infrastructure for  
16 properties over the aquifer, and to improve telecommunications infrastructure and  
17 technology resources for the CLTC communities and other disadvantaged  
18 communities as determined by the CLTC.

19 **Section 7. Exemption from Appraisals.** 2 GCA § 2107(b) and Section  
20 6.04(c)(1) of the Standing Rules of *I Mina'trentai Sais Na Liheslaturan Guåhan*  
21 relative to land appraisals, shall not apply to this Act.

22 **Section 8. Exemption from Commercial Leases and Licenses.** The  
23 Licensed Property in this Act shall not be subject to § 75A122 of Chapter 75A and  
24 § 75122 of Chapter 75, both of Title 21, Guam Code Annotated.

25 **Section 9. Effective Date.** This Act shall be effective upon enactment.

26 **Section 10. Severability.** If any provision of this Act or its application to any  
27 person or circumstance is found to be invalid or contrary to law, such invalidity shall

1 not affect other provisions or applications of this Act that can be given effect without  
2 the invalid provision or application, and to this end the provisions of this Act are  
3 severable.