



**FILE  
START**

Computer # \_\_\_\_\_

TRUST TERRITORY OF THE PACIFIC ISLANDS--ARCHIVES SURVEY FORM

Primary Branch, Department, Bureau, or Office producing materials:

Subgroup of the above:

Author/Title/Date of publication (if any) of specific materials:

Subject of materials: (See schedule in TTPI Files System Manual)

Brief description:

Geographic area dealt with in materials:

TTPI at large:

Individual districts:

Individual governments:

Individual islands:

Other:

Span of years covered by materials:

Format of information:

Correspondence:

Reports:

Clippings:

Other:

Physical arrangement of materials: (How are they organized within the file?)

Geographically:

Chronologically:

By subjects:

By organization:

Other:

Physical location of materials: (Area where presently located):

Office: Subgroup:

File cabinet number:

Drawer number:

File folder number:

Estimated quantity of materials:

Recorded by:

Date:

Disposition of originals:

Microfilm roll No.: TA 14

Frame #:

Computer # \_\_\_\_\_

TRUST TERRITORY OF THE PACIFIC ISLANDS--ARCHIVES SURVEY FORM

Branch, Department, Bureau, or Office producing materials:

Copy of the above:

Title/Date of publication (if any) of specific materials:

Description of materials: (See schedule in TTPI Files System Manual)

11 6-2 78 to 10-2 1985  
Description:

Geographic area dealt with in materials:

PI at large:

Individual districts:

Individual governments:

Individual islands:

Other:

Years covered by materials: 1978-1985

Kind of information:

Correspondence:

Reports:

Clippings:

Other:

Arrangement of materials: (How are they organized within the file?)

Geographically:

Chronologically:

Subjects:

Organization:

Other:

Location of materials: (Area where presently located)

Office:  Subgroup:

File cabinet number: 11811

Drawer number:

File folder number: 11811 715.1

Estimated quantity of materials:

Produced by:

Number of originals: 1

Microfilm roll No.: TA 14

Frame #:

For : District Administrator, Yap District  
District Land Management Officer

Chief, Lands and Surveys

June 27, 1972

Serial: 1310860

File: 178.71.3

178.71.11

Land for FY 1971 funded construction of Tomil-Gutil Road and FY 1972 funded construction of Colonia/Airport/Giliman Road, Yap Island, Yap District

Reference is made to the recent submission of "Applications for Land for Capital Improvement Project" - Forms TT-985 (copies attached) by the Chief of Planning for the construction of the subject primary roads on Yap Island. The attached sketch indicates the approximate proposed locations. By copy of this memorandum, the District Director of Public Works or District Planning Officer are requested to provide to the District Land Management Officer copies of the road designs indicating centerline and required right of way widths.

Before construction of these roads may begin, the Chief, Lands and Surveys must certify as to the Government's interest in the required land. Accordingly, the following information is required on which to base certification:-

- (a) the "District Land Title Officer's Opinion as to Land Title Status" based on a "title abstract" which outlines all relative information concerning the rights of way where public land is involved; and
- (b) executed acquisition agreements, which incorporate an actual severance survey of the right of way where private land is involved. The form of any agreement should be approved by both the Attorney General and myself before execution by the property owners.

Please advise me of any difficulties you envision as soon as possible.

Kozo Yamada

Enclosures:

- (a) Copies of Form TT-985
- (b) Copies of location sketches

cc:

District Land Management Officer, Yap District  
District Director of Public Works, Yap District  
District Planning Officer, Yap District

June 27, 1972  
Serial: 110800  
File: 178, 71, 3  
178, 71, 11

FORM TT 985  
PAGE 1  
APPENDIX C TO  
Part 485.1 of the  
Manual of Administration  
February 14, 1969

TRUST TERRITORY OF THE PACIFIC ISLANDS  
Department of Resources and Development  
Division of Land Management

**APPLICATION FOR LAND FOR CAPITAL IMPROVEMENT PROJECT**

(submitted in accordance with Part 485.1 of the Manual of Administration)  
Answer all questions fully. Use additional sheets as necessary.

- 1. **PURPOSE:** A parcel of land is required for the following purposes:  
Primary Roads - Tomil-Gagil
- 2. **CONSTRUCTION SCHEDULE:** As construction of this facility is to begin by  
ASAP, 19\_\_\_\_, it is requested that the land be set aside by the  
Director of Land Management by ASAP, 19\_\_\_\_.
- 3. **PROJECT FUNDING:** The project is programmed to be funded in FY 71 and is  
expected to be completed at a cost of \$\_\_\_\_\_.
- 4. **LOCATION:** This facility is to be constructed at:
  - (a) District Yap
  - (b) Island Yap
  - (c) Municipality
  - (d) Village

**NOTE:** Locality sketch is to be attached to this application.

- 5. **AREA REQUIRED:** The amount of land needed is (in acres): 3 miles
- NOTE:** Attach reconnaissance engineering report of HQ Public Works Project Engineer/Architect or District Director of Public Works along with sketch showing proposed boundaries of site.

- 6. **STATUS OF LAND:** The site proposed is situated on:
  - Private land
  - Public land
  - Unknown
- 7. **TITLE INTEREST IN LAND REQUIRED:** What is the minimum interest proposed to be acquired in the land (for guidance see appendix B to Manual Chapter 485.1):  
Fee Simple

- 8. **FUNDS FOR ACQUISITION OF PRIVATE LAND:** Funds for the acquisition of private land have been allocated in the following amount:  
Project Account \_\_\_\_\_ Amount \$ \_\_\_\_\_

- 9. **PLANNING:** The project conforms/does not conform to the District Master Plan. The siting has been approved by:
  - (a) District Administrator: YES  NO
  - (b) District Land Management Officer: YES  NO
  - (c) Planning Coordinator: YES  NO
  - (d) District Planning Commission: YES  NO



WHEN COMPLETED, SUBMIT ORIGINAL TO THE DIRECTOR OF LAND MANAGEMENT

385

10. ALTERNATIVE SITES: Attach sketches.Alternative Site 1 (give explanation): N/A


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Alternative Site 2 (give explanation): N/A


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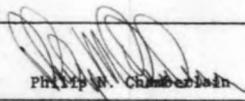


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11. SURVEYING AND MAPPING SERVICES REQUIRED: The following survey information is desired - Specify in detail (indicate dates surveys required by):(1) PROPERTY (approximate site boundaries required should be indicated on sketch under number 3): Done(2) TOPOGRAPHIC (include desired contour interval): \_\_\_\_\_(3) AS BUILT SURVEYS: \_\_\_\_\_(4) UTILITIES SURVEYS: \_\_\_\_\_(5) OTHER SURVEYS: (specify): \_\_\_\_\_12. FUNDS FOR SURVEYING AND MAPPING SERVICES AND REAL ESTATE SERVICES: Funds have been set aside as follows:

Account \_\_\_\_\_ Amount \$ \_\_\_\_\_

## 13. (FORM TT-901): Job Order Request for estimates is attached which reflects services required as described above.

14. ENTRY PERMITS: An entry permit will/will not be required for purposes of engineering surveys. Specify types of surveys or exploration work to be undertaken by non-Division of Land Management personnel:15. MANAGEMENT: The Trust Territory Government Department or activity responsible for the administration of the facility to be situated on the land is:Public WorksSigned:   
(Commissioner/Department head only)Title: Chief of PlanningDate: 14 April 1972**WHEN COMPLETED, SUBMIT ORIGINAL TO THE DIRECTOR OF LAND MANAGEMENT**



DRAFT

GRANT OF PERSONAL EASEMENT AND RIGHT OF WAY  
FOR ALL PUBLIC PURPOSES

THIS AGREEMENT, in and by and between the undersigned PATTERY GORRES of TOMIL Municipality, MALABAR, YAP DISTRICT, hereinafter called the "GRANTORS", and the GOVERNMENT OF THE TRUST TERRITORY OF THE PHILIPPINE ISLANDS, hereinafter called the "GOVERNMENT".

To BE TRANSLATED

WHEREAS, that

WHEREAS, the Government desires to construct and maintain on certain real property owned by the Grantors, facilities sufficient for all purposes of serving the general public; and

WHEREAS, the Grantors are willing to grant a permanent easement and right of way to the Government for such purposes, upon reasonable terms and conditions as provided herein; and

WHEREAS, by Yopese custom concerning ownership, use and inheritance of land, the Grantors have certain rights or interests in or claims to certain lands in the vicinity of the road going from the TOMILANG ELEMENTARY SCHOOL INTERSECTION, thence going East to the causeway between MA and THOL Villages, thence going North across the causeway to THOL Village, thence North and East through MADLAY Village to an intersection with the GAGIL road, hereafter called the "premises," located in TOMIL Municipality, said premises further described herein:

NOW THEREFORE, in consideration of similar grants herein by other land owners or their representatives, the benefits to be received by the Grantors with the construction, improvement and continued maintenance by the Government of a road through the premises and the payment by the Government for damage caused to valuable crops and other property as provided herein, the parties do mutually agree as follows:

Are you speaking of payment for crops here. If so, the owner cannot acknowledge suffering when no amount of money has been indicated. Suggest just leaving out.

names necessary referring  
when no amount of money has  
been indicated. Suggest just  
leaving out.

ARTICLE 1. GRANT OF PERPETUAL  
EASEMENT AND RIGHT OF WAY FOR ALL  
PUBLIC PURPOSES.

The Grantors do hereby give, grant  
and convey to the Government, its  
successors and assigns forever, a permanent  
and perpetual easement and right of way  
for all public purposes including: the  
right to grade, level, fill, drain, con-  
struct, erect, maintain, operate, inspect,  
remove, repair, and rebuild the following:

- (a) a road or highway of the usual width  
and character sufficient for all purposes  
of transportation and travel together  
with such bridges, culverts, ramps and  
cuts as may be necessary; and
- (b) underground and above ground pipe-  
lines, mains and pumps for the purpose  
of conveying water and sewerage; and
- (c) electric transmission, distribution  
and telephone poles with all necessary  
wires, cables and fixtures thereon; and
- (d) all other facilities that are  
determined by the Government to be in  
the public interest,

on over, across, through and under the  
ground embraced within the easement and  
right of way hereinafter described;  
sufficient for all purposes of serving  
the general public.

ARTICLE 2. COST OF CONSTRUCTION AND  
MAINTENANCE

The expense of construction and  
maintenance of these public facilities  
shall be borne by the Government.

ARTICLE 3. CONSTRUCTION DAMAGE BY  
GOVERNMENT

The Government agrees to compensate  
fairly the Grantors for any and all  
damage caused to structures and growing  
agriculture crops by initial construction  
of the public facilities and utilities  
authorized hereunder. The Grantors  
agree to present to the Government in  
writing as soon as possible but no later  
than three months from the date such  
damage is caused, a detailed listing of  
all agriculture trees, crops, and  
structures damaged or destroyed.

*existing on the premises as of  
the date of this agreement*

ARTICLE 4. DEDICATION OF AGRICULTURAL  
CROPS AFTER CONSTRUCTION

While the Government will pay for damage caused to growing agricultural trees and crops during the initial construction of any utility or facility authorized hereunder on the premises, the Grantors understand and agree that the Government will not be responsible to compensate the Grantors for the destruction or removal of growing agricultural trees and crops planted within the easement and right of way after the execution of this agreement and any such trees and crops are planted at the Grantors' own risk.

ARTICLE 5. OTHER DUTIES OF GOVERNMENT

The Grantors further grant, with no compensation except as provided under ARTICLE 3, the right to the Government to maintain said right of way and keep it clear of brush, weeds, buildings and fire hazards; including the right to cut, trim and remove dangerous trees, overhanging branches, if any, located beyond the limits of said right of way and easement and to remove other obstructions which may injure or interfere with the Government's use, occupation or enjoyment of this easement; provided, however, that the Government will be responsible for any negligent damage to the premises.

ARTICLE 6. COVENANT OF OWNERSHIP

Grantors, for themselves, their heirs, assigns, executors and administrators, do hereby covenant and agree with the Government that they are well possessed of the parcels of land; that they have not encumbered said premises in any manner; and that they and their assigns, heirs, executors and administrators will warrant and defend the Premises against the lawful claims and demands of all persons.

ARTICLE 7. AGREEMENT COMPLETE

It is agreed that this Agreement contains all of the terms, conditions, and agreements between the parties hereto relating in any manner to the use of the hereinafter described easement and right of way as provided herein and that no prior or collateral agreement or understanding pertaining to the same shall be valid or of any force or effect, and that the terms, conditions, and provisions of this Agreement cannot be altered, changed or modified except in writing signed by the parties hereto.

*Suggest this clause be added to prevent problems or misunderstanding in the future. If the agreement is left silent on assignment, the Govt. can assign. This way the owner will understand what can be done. Suggest part is only a restatement of provisions contained elsewhere, but this way it is clearer.*

ARTICLE \_\_\_\_ . ASSIGNMENT AND AGREEMENT  
BINDING

The Government may assign this agreement in whole or in part to an agent or contractor of the Government, to a political subdivision of the Government, or to an independent public utility agency, when and if one is established, without prior consent of the Grantors. It is agreed that the terms and conditions contained herein shall be binding upon the heirs, legal representatives, successors and assigns of both parties hereto.

*Suggest you make this part element article*

ARTICLE 8. GOVERNMENT CLAIMS

It is understood that in accepting this conveyance the Government does not acknowledge clear ownership by the Grantors to the premises or portions thereof in relation to the Government and the Government does not waive any claim that it might have or assert to this property under any laws or regulations of the Government of the Trust Territory of the Pacific Islands or the Vesting Order of 1951 concerning alien property.

*I assume by this that there are possible claims?*

ARTICLE 9. LOCATION OF PREMISES

The land affected by this agreement is located in TOMIL Municipality, YAP TOWN, YAP District and is further described as follows:-

Being all that portion of the lands in the vicinity of the road going from the Tomilang Elementary School intersection, thence going East to the causeway between Maa and Inol villages, thence going North across the causeway to Inol village, thence North and East through Madisy village to an intersection with the Sigil road, and known as Tira', Temar, Tamin'ag, Bikit, Bugulbikan, P'agof, Rangug, Ukolngul, Makn'iy, Tibay, Morowal, Mathil, Teokun, Dubungkol, Bagaokyan, Alabel, Eilechiff, Tafen gafat, Talang, Tungchol, Fiterungut, Fitezib, Bilegillik, Adzor, Tanaochif, Bagraw, Fiterasyung, Fitelharad, Mayangyeng, Fichchogow, Yuruch, Tokun nichig, Torun, Enbin, Gazel, Maur-ur, Parisay, Kebinau, Bilegool, Tugungur, Palantir, Lanawal, Bilewoldow, B'angel, Tungchol, Tabon, Wulu', Ma-aw, Wunglu', Fitekur, Wuchig, Migil, Larehongod, Ukar, Mulguyeb, Gwel, Molmal, Terat, Yingvor, Daech, Tinan, Uchif, K'ia in Tomil Municipality, containing an area of 4.06 hectares (9.47 acres), more or less, and described more fully by notes and bounds as shown on Division of Lands & Surveys Drawing Number 5003/71, sheets 1 through 12, dated 1972, a copy of which is marked Exhibit A, attached hereto and made a part hereof by reference.

*I do not like this. Somewhere we should have area of individual parcels. Once drawing approved will make suggestion. Please ~~bring me up~~ bring me up & forget.*

ARTICLE 10. GOVERNMENT'S REPRESENTATIVE

The Government's representative for this Agreement shall be the District Administrator for the Yap District or such other person(s) as the High Commissioner may designate in writing.

*To make the agreement consistent suggest we delegate restrictions authority to District to execute agreement in behalf of Govt. OK?*

ARTICLE 11. TRANSLATION-COPY GOVERNING

This Agreement has been translated into Yapese and stored in both the Yapese and English languages. Should any question arise as to the meaning of any word or phrase in this Agreement, the English version shall prevail.

This Agreement was been trans-  
lated into Yagou and signed in both  
the Yagou and English languages.  
Should any question arise as to  
the meaning of any word or phrase,  
the original shall be the final version.

IN WITNESS WHEREOF, the parties  
hereto have caused this Agreement to  
be executed on this \_\_\_\_\_ day of \_\_\_\_\_  
1972.

*Part of T.T.P.I.*

GRANDS

*let*  
Parcel No. \_\_\_\_\_, Tirya'

*"I think they are called let  
in many"*

Parcel No. \_\_\_\_\_, Tenor

Parcel No. \_\_\_\_\_, Tacheta, Dehent

Giltineg

Parcel No. \_\_\_\_\_, Bagulibau

Yorow

Parcel No. \_\_\_\_\_, P'ogof, Rongog

Tafene Fagel

Parcel No. \_\_\_\_\_, Uchugul

Tangig

Parcel No. \_\_\_\_\_, Uchugul

Lasnou

Parcel No. \_\_\_\_\_, Uchugul

Fainou

Parcel No. \_\_\_\_\_, Ronyug

Tafene Fagel

Parcel No. \_\_\_\_\_, P'ogof

Korog

Parcel No. \_\_\_\_\_, Kainily



*Suggest you place last entries  
from signature block here. It sort  
of gets lost when it prints*

Parcel No. \_\_\_\_\_, Tibey

Ken

Parcel No. \_\_\_\_\_, Tibey

Tacheta

Parcel No. \_\_\_\_\_, Tibey

Ken

Parcel No. \_\_\_\_\_, Korowel

Kainily

Parcel No. \_\_\_\_\_, Korowel

Filidibau

Parcel No. \_\_\_\_\_, Korowel

Korowel

Parcel No. \_\_\_\_\_, Korowel

Gijey

Parcel No. \_\_\_\_\_, Korowel

Tangig

Parcel No. \_\_\_\_\_, Mathil

Korowel

Parcel No. \_\_\_\_\_, T'eeban

Tacheta

Parcel No. \_\_\_\_\_, T'eeban

Parcel No. \_\_\_\_\_, Kabanjari  
 Parcel No. \_\_\_\_\_, T. Kabanjari

5

GRANT (continued)

Parcel No. _____, Babangohol	Parcel No. _____, Billigiloh
Gonaw	Gangal
Parcel No. _____, Bagachiyow	Parcel No. _____, Adger
Choncur	Fitneg
Parcel No. _____, Bagachiyow	Parcel No. _____, Tanachif
Pitalubus	Wilkoong
Parcel No. _____, Almal	Parcel No. _____, Boogow
Hegeg	Wingot
Parcel No. _____, Bagachiyow	Parcel No. _____, Tanachif
Pileboux	Yinug
Parcel No. _____, Hilechifif	Parcel No. _____, Tanachif, Pitalarad
Tarned	Yorur
Parcel No. _____, Pilechifif	Parcel No. _____, Boogow
Laanow	Pinyen
Parcel No. _____, Tafen gafat	Parcel No. _____, Pitermayung
Bopin	Falngak
Parcel No. _____, Talung	Parcel No. _____, Pitermayung
Tarangig	Pinyen
Parcel No. _____, Tanguchol	Parcel No. _____, Looguar
Yorur	Falngak
Parcel No. _____, Piterungta	Parcel No. _____, Noyengyeng
Fitneg	Falngak
Parcel No. _____, Pitenib	Parcel No. _____, Fichechogow
Waring	Pinyen

Parcel No. \_\_\_\_\_, Pitesib

Parcel No. \_\_\_\_\_, Fitchegow

\_\_\_\_\_

\_\_\_\_\_

(continued)

Parcel No. \_\_\_\_\_, Mayangang

Parcel No. \_\_\_\_\_, Bileralidow

\_\_\_\_\_

\_\_\_\_\_

Parcel No. \_\_\_\_\_, Yurach

Parcel No. \_\_\_\_\_, Baengel

\_\_\_\_\_

\_\_\_\_\_

Parcel No. \_\_\_\_\_, Fitchegow

Parcel No. \_\_\_\_\_, Baengel

\_\_\_\_\_

\_\_\_\_\_

Parcel No. \_\_\_\_\_, Terowidig

Parcel No. \_\_\_\_\_, Lenzel

\_\_\_\_\_

\_\_\_\_\_

Parcel No. \_\_\_\_\_, Teruw

Parcel No. \_\_\_\_\_, Tunguchol

\_\_\_\_\_

\_\_\_\_\_

Parcel No. \_\_\_\_\_, Ouzel, Ebin

Parcel No. \_\_\_\_\_, Faben

\_\_\_\_\_

\_\_\_\_\_

Parcel No. \_\_\_\_\_, Muur-ur

Parcel No. \_\_\_\_\_, Wulu'

\_\_\_\_\_

\_\_\_\_\_

Parcel No. \_\_\_\_\_, Muur-ur

Parcel No. \_\_\_\_\_, Ma-aw

\_\_\_\_\_

\_\_\_\_\_

Parcel No. \_\_\_\_\_, Tansay, Kebinau

Parcel No. \_\_\_\_\_, Ma-aw

\_\_\_\_\_

\_\_\_\_\_

Parcel No. \_\_\_\_\_, Bilcyob

Parcel No. \_\_\_\_\_, Wulu'

\_\_\_\_\_

\_\_\_\_\_

Parcel No. \_\_\_\_\_, Tugurur, Falnatin

Parcel No. \_\_\_\_\_, Wuglu'

\_\_\_\_\_

\_\_\_\_\_

Parcel No. \_\_\_\_\_, Lenzel

Parcel No. \_\_\_\_\_, 'Guchol', 'Kicour

DRAFT

GRANT OF PERPETUAL EASEMENT AND RIGHT OF WAY  
FOR ALL PUBLIC PURPOSES

THIS AGREEMENT, is made by and between the undersigned PROPERTY OWNERS of TOMIL Municipality, YAP DISTRICT, hereinafter called the "GRANTORS", and the GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS, hereinafter called the "GOVERNMENT".

TO BE TRANSLATED

WITNESSETH, THAT

WHEREAS, the Government desires to construct and maintain on certain real property owned by the Grantors facilities sufficient for all purposes of serving the general public; and

WHEREAS, the Grantors are willing to grant a permanent easement and right of way to the Government for such purposes, upon reasonable terms and conditions as provided herein; and

WHEREAS, by Yapese custom concerning ownership, use and inheritance of land, the Grantors have certain rights or interests in or claims to certain lands in the vicinity of the road going from the TOMILANG ELEMENTARY SCHOOL INTERSECTION, thence going East to the causeway between MAA and THOL villages, thence going North across the causeway to THOL village, thence North and East through MADLAY village to an intersection with the GAGIL road, hereafter called the "premises," located in TOMIL Municipality, said premises further described herein:

NOW THEREFORE, in consideration of similar grants herein by other land owners or their representatives, the benefits to be received by the Grantors with the construction, improvement and continued maintenance by the Government of a road through the premises and the payment by the Government for damage caused to valuable crops and other property as provided below, the sufficiency of which is hereby acknowledged, the parties do mutually agree as follows:

ARTICLE 1. GRANT OF PERPETUAL  
EASEMENT AND RIGHT OF WAY FOR ALL  
PUBLIC PURPOSES

The Grantors do hereby give, grant and convey to the Government, its successors and assigns forever, a permanent and perpetual easement and right of way for all public purposes including: the right to grade, level, fill, drain, construct, erect, maintain, operate, inspect, remove, repair, and rebuild the following:

- (a) a road or highway of the usual width and character sufficient for all purposes of transportation and travel together with such bridges, culverts, ramps and cuts as may be necessary; and
- (b) underground and above ground pipelines, mains and pumps for the purpose of conveying water and sewerage; and
- (c) electric transmission, distribution and telephone poles with all necessary wires, cables and fixtures thereon; and
- (d) all other facilities that are determined by the Government to be in the public interest,

on over, across, through and under the ground embraced within the easement and right of way hereinafter described; sufficient for all purposes of serving the general public.

ARTICLE 2. COST OF CONSTRUCTION AND  
MAINTENANCE

The expense of construction and maintenance of these public facilities shall be borne by the Government.

ARTICLE 3. CONSTRUCTION DAMAGE BY  
GOVERNMENT

The Government agrees to compensate fairly the Grantors for any and all damage caused to structures and growing agriculture crops by initial construction of the public facilities and utilities authorized hereunder. The Grantors agree to present to the Government in writing as soon as possible but no later than three months from the date such damage is caused, a detailed listing of all agriculture trees, crops, and structures damaged or destroyed.

ARTICLE 4. DESTRUCTION OF AGRICULTURAL CROPS AFTER CONSTRUCTION

While the Government will pay for damage caused to growing agricultural trees and crops during the initial construction of any utility or facility authorized hereunder on the premises, the Grantors understand and agree that the Government will not be responsible to compensate the Grantors for the destruction or removal of growing agricultural trees and crops planted within the easement and right of way after the execution of this agreement and any such trees and crops are planted at the Grantors' own risk.

ARTICLE 5. COVENANT OF EASEMENT

The Grantors further grant, without compensation except as described under ARTICLE 3, the right to the Government to maintain said right of way and keep it clear of brush, trees, buildings and fire hazards; including the right to cut, trim and remove dangerous trees, overhanging branches, if any, located beyond the limits of said right of way and easement and to remove other obstructions which may injure or interfere with the Government's use, occupation or enjoyment of this easement; provided, however, that the Government will be responsible for any negligent damage to the premises.

ARTICLE 6. COVENANT OF WARRANTY

Grantors, for themselves, their heirs, assigns, executors and administrators, do hereby covenant and agree with the Government that they are well possessed of the parcels of land; that they have not encumbered said Premises in any manner; and that they and their assigns, heirs, executors and administrators will warrant and defend the Premises against the lawful claims and demands of all persons.

ARTICLE 7. AGREEMENT WHOLE

It is agreed that this Agreement contains all of the terms, conditions, and agreements between the parties hereto relating in any manner to the use of the hereinafter described easement and right of way as provided herein and that no prior or collateral agreement or understanding pertaining to the same shall be valid or of any force or effect, and that the terms, conditions, and provisions of this Agreement cannot be altered, changed or modified except in writing signed by the parties hereto.

#### ARTICLE 8. GOVERNMENT CLAIMS

It is understood that in accepting this conveyance the Government does not acknowledge clear ownership by the Grantors to the premises or portions thereof in relation to the Government and the Government does not waive any claim that it might have or assert to this property under any laws or regulations of the Government of the Trust Territory of the Pacific Islands or the Vesting Order of 1971 concerning alien property.

#### ARTICLE 9. LOCATION OF PREMISES

The land affected by this agreement is located in TOMIL Municipality, YAP District and is further described as follows:-

Being all that portion of the lands in the vicinity of the road going from the Tomilane elementary School intersection, thence going east to the passway between Maa and Thol villages, thence going North across the passway to Thol village, thence North and East through Madlay village as an intersection with the Garil road, and known as Tirya', Tomar, Padiha', Dukmat, Rugulibinau, P'ero', Rongye', Mungul, Makn'iy, Tibey, 'Brovol, Matohi, Teebux, Dubungchol, Dugungyow, Alandi, Bilechiff, Tafen gafit, Taling, Tunguchol, Piterungou', Pitehif, Bilegilliw, Advor, Tan gachif, Beegraw, Piteraaung, Pitehaarat, Mayonyeng, Pichechogow, Yuruch, Poru nichit, Toruw, Endin, Guzel, Paur-ur, Padiay, Kebinau, Bileyoon, Tugungur, Pelmatic, Lanawal, Bilewoldew, Manganai, Tuguchol, Tapon, Wulu', Ma-aw, Man'ou', Piteaur, Wuchig, Mi'il, Lane wovod, Mhar, Mulguyeb, Gwel, Melmal, 'ora', Hingyer, Daech, Linan, 'onif, P'is in Tomil Municipality, containing an area of 4.06 hectares (9.99 acres), more or less, and described more fully by metes and bounds as shown on Division of Lands & Surveys drawing number 5008/71, sheets 1 through 12, dated , 1972, a copy of which is marked exhibit A, attached hereto and made a part hereof by reference.

#### ARTICLE 10. GOVERNMENT'S REPRESENTATIVE

The Government's representative for this Agreement shall be the District Administrator for the Yap District or such other person(s) as the High Commissioner may designate in writing.

#### ARTICLE 11. TRANSLA NON-COPY GOVERNING

This Agreement has been translated into Yapese and signed in both the Yapese and English languages. Should any question arise about the meaning of words used herein, it is understood that the English version shall govern.



**FILE  
END**