



**FILE  
START**

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

TRUST TERRITORY OF THE PACIFIC ISLANDS--ARCHIVES SURVEY FORM

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

R&D

Subgroup of the above:

LAN

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

Subject of materials: (See schedule in TTPI Files System Manual) LAN 13.1 JAN 3

Brief description: INFORMATION REGARDING LAND CLAIMS, REQUEST FOR AGR. PRACTICES AND  
OF THE AIRPORT AT YAP.

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: MATR

Physical location of materials: (Area where presently located)

Office: R&D

File cabinet number: 2-210 Subgroup: LAN

Drawer number: 4

File folder number: 177.75.5.5

Estimated quantity of materials: 2700

Recorded by: SP

Date: 10/16

Disposition of originals: RETN

Microfilm roll No.: 13

Frame #:

C-5 is property map of airport and quarry.  
(Transportation Airport Div. has copy) ✓

Rocky,

Also we have a copy Sheet C-5  
mentioned below.

Info only

16 NOV 79 17 57z

INFO.....C/L5  
INFO.....D/BR  
INFO.....D/BTC  
INFO.....H/LNO

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VZCZ C6SA046  
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TO RUHGSKK/GOV YAP CAROLINE ISLANDS  
INFO RUHGSKK/HICOMTERPACIS SAIPAN  
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BT

UNCLAS //N11007/

GOV YAP PASS TO LAND MGMT OFFICER AND REICC YAP (OICC)

YAP AIRPORT: AIRPORT BOUNDARY FOR LAND ACQUISITION

1. REFERENCE IS TO FONECON BTWN REICC YAP, GLENN LASHER, AND DAN AKIMOTO/LCDR RICHARD COTTINGHAM 15-16 NOVEMBER 79.

2. OICC HAS VERIFIED WITH PACNAVFACENGCOM (IMADA) THAT AIRPORT BOUNDARY IS AS SHOWN ON 100 PERCENT DESIGN DOCUMENTS, SHEET C-5, GEOMETRIC PLAN.

3. REQUEST LAND ACQUISITION AND HISTORIC PRESERVATION CLEARANCE ACTIONS PROCEED ACCORDINGLY.

BT

#5073

11/19/79  
✓

178.70.5.5

See Addresses below

July 20, 1977  
Serial: LMY 01093

District Administrator, Yap

Certification----Yap Public Works Development Projects

Enclosed are certification documents signed by the District Administrator of Yap for the following sites in conjunction with the current Yap Public Works Development Projects:

Yap High School  
Yap Central Market Complex  
Yap Public Works Relocation Center  
Yap Airport  
Yap District Outer Island Dental Clinic

Certification papers for the remaining two district projects slated for construction is in process and planned to be shipped to the respective offices Pouch Mail on Friday's flight. These two sites are:

Public Safety and Fire Complex  
Yap District Community Center

Edmund Gilmar

Enclosures: 3/s

cc. Chief, Lands & Survey ✓  
Act. District Land Management Officer, Yap  
District Attorney Office, Yap  
District Planning Officer, Yap  
District Director of Public Works, Yap  
Director of Public Works, Headquarters  
Territorial Planner, Headquarters

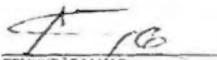
*Project dropped  
by Planning / PW  
WB*

CERTIFICATE OF SUFFICIENT INTEREST  
(YAP DISTRICT AIRFIELD)

TRUST TERRITORY OF)  
THE PACIFIC ISLANDS) SS  
YAP DISTRICT )

I, EDMUND GILMAR, District Administrator of Yap District, by and with the authority vested in me under Part 3, Section 485.1 (H) of the Trust Territory Manual of Administration hereby certify that the Government of the Trust Territory of the Pacific Islands possesses sufficient interest in Yap District Airport Site as outlined and described in Yap Land Management Drawing No. YY-3, dated February 1960, and that construction and maintenance on the site may proceed.

Dated this 20 day of July, 1977

  
EDMUND GILMAR  
District Administrator  
Yap District

Director Administrator, Yap

July 19, 1977  
Serial: LMT 01994  
File Y-0287-1

Act. Land Management Officer, Yap

**Certification--Yap District Airfield (existing)**

The existing Yap District Airfield is presently under an indefinite Use Agreement, dated September 20, 1961 made between the Trust Territory government and the people of the villages of Lomak, Lomak, and Firigo Villages of Nail Municipality. Previously, through Land Title Deed--Class AS-1, AS-2, and AS-3, ownership of lands within this site were awarded to people of these three villages. The agreement grants the Trust Territory government to "possess use rights in and to the premises, including the right to alter the premises, without further compensation on the part of the government" as delineated on Trust Territory Map TY-3. I recommend that you sign the attached Certificate of Sufficient Interest to assure the upgrading and repairing of the existing airstrip if need be.

Harold G. Thoma

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : Territorial Planner  
 THRU : District Administrator, Yap  
 FROM : Act. Land Management Officer, Yap

DATE: July 15, 1977  
 Serial: LMY 01079

SUBJECT: Information of Yap Public Works Development Projects—Possible Certification

As requested I am sending to you information concerning six sites which apparently are scheduled for Public Works Development Projects. Some of these projects have come to my knowledge for the first time today. The following is the available information on each proposed project.

1. High School Administration Building and Library Building:

No application for Land for Capital Improvement Project has been received. This is the Form 985 normally received from District Planning. No sketch or map plan received. The agreements with land owners of the Yap High School site is a Special Warrenty Deed which give the government indefinite use right so long as it's use is for education purposes. Enclosed with this letter is a copy of Drawing No 5032/70 (Yap High School area.)

2. Dental Clinic at Ulithi: No Form 985 received. No sketch or map plan received. It's apparent location on Ulithi Island unknown by this office.

3. Yap Women's Association: No Form 985 received. No sketch or map plan received, but it is my understanding after discussion with you in the past that parcel No 001 F 01 on Cadastral Plat No 001 F 00 (enclosed) is the area desired. This site has been determined to be government land, fee simple.

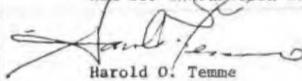
4. Public Works (Relocation site): No Form 985 received. No sketch or map plan for development received. The agreement with landowners is an annual lease payment in which use is to be for public purposes. Enclosed in Dr. No 5009/71 which shows the survey of this site.

5. Yap Community Center: No Form 985 received. No sketch or map plan received. In my memo to you, dated May 25, 1977 I requested both of the above, but to date have not received.

6. Existing Airport: It is my understanding that this request is to upgrade the surface of the present airport. A land title determination was issued in June of 1960 giving ownership to three different villages. Indefinite Use Rights were given the Trust Territory Government in September 1961. Enclosed is Drawing No 5036/70 showing the existing Yap Airport.

Certification of any site is not an overnight process. Issuing Form 985s, surveying, platting, writing abstracts of title, legal opinions all are involved. In the case of acquiring land from private owners the time element is more so, because appraisal of land and written agreements are also necessary. My office works in close coordination with Dennis Pacht, Chief of Real Property Branch, Headquarters in obtaining the guidelines for Certification of Lands for development and Capital Improvement. Since communication is simpler between offices in Saipan then it is between office to office between Saipan and Yap I recommend that you coordinate with him if any Certification process is proposed other than that given to me as outlined in the Trust Territory Codes. Certification is not a one-department function. The Trust Territory Code has set up equal functions toward Certification goals between four different District offices. The first one of these functions, before anything can get started is the issuance of the application (Form 985) from the Planning Department.

I hope the following and enclosed information is useful to you. As you can see, if Certification of these sites is desired, I need more information to go on. I have attempted to call Dennis Pacht concerning possible shortcuts. As usual, the phone system has not been able to put me through all day. In the past he has told me there are no shortcuts. Once again, if speed is desired, I recommend you contact him for information which, in turn, should be relayed to me.



Harold O. Temme

cc: Chief, Lands & Surveys  
District Planning Office, Yap  
District Economic Office, Yap



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INFO.....DIP RES DEV

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PLEASE PASS FOLLOWING INFO TO SASAHO HARUU C/O MICRONESIAN  
WASHINGTON OFFICE. YOUR RECENT CABLE TO R AND D HAS BEEN CONSTRUED TO  
BE A REQUEST FOR INFO ON INDEFINITE USE RIGHT AGREEMENTS IT WIDE.

FOLLOWING IS BREAKDOWN:

AREA DESIGNATION	APPROX LAND AREA (HECTARES)	DOLLARS PAID
MAJHR ADMINISTRATION	24	29,516
MOET ADMINISTRATION	97.9	59,122
YAP AIRPORT	27.9	10,505
OLD YAP HIGH SCHOOL	8	-0-
YAP COAST GUARD	82	48,274
ULITHI HIGH SCHOOL	27.3	19,839
BT		
#0003		

*Copies filed in 178.33.0 178.18.5.2*  
*5*  
*8* *36.5*

FROM HICOMTERFACIS SAIPAN MARIANA ISLANDS	INFORMATION	CLASSIFICATION	ORIGINATOR DPACHT:rk 3/16/77
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UNCLAS PASS TO INTDEPT/DOEA FR HICOM

PLEASE PASS FOLLOWING INFO TO SASAUB HARUO c/o MICRONESIAN WASHINGTON OFFICE. YOUR RECENT CABLE TO R AND D HAS BEEN CONSTRUED TO BE A REQUEST FOR INFO ON INDEFINITE USE RIGHT AGREEMENTS TT WIDE.

FOLLOWING IS BREAKDOWN:

AREA DESIGNATION	APPROX LAND AREA (HECTARES)	DOLLARS PAID
MAJURO ADMINISTRATION	24	29,516
MOEN ADMINISTRATION	97.9	59,122
YAP AIRPORT	27.9	10,505
OLD YAP HIGH SCHOOL	8	-0-
YAP COAST GUARD	82	48,274
ULITHI HIGH SCHOOL	27.5	19,839

ACTING DEPUTY HIGH COMMISSIONER SABLAN SENDS.

HQLS-D2412  
File:178.33.6.3

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# ACTION

ACTION.....D/RPD

VIA  
VIA PCA

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WASH DC WIPY 030  
TDMT WASHINGTON DC 30/29 03-16 1215P EST 44

MAR 17 5 27 AM '77

TRUCT TERRITORY HEADQUARTERS  
SIAPAN

2000 TO 2 AND 2 URGENT ADVISE COONEST TOTAL LAND AREA LEASED IN IT  
TERMS AND PAYMENT MADE. REPLY MICRONESIAN WASHINGTON OFFICE ADDRESS

SATAUD HARKO



Global Communications

Global Communications

Global Communications

Global Communications

Nov 21, 1970  
17, 1969

Lease Agreement

To the undersigned owners or claimants to ownership, (Lessors) of the land described below do hereby lease for a term of 10 years (beginning April 13, 1970) to the Libbenell Mission of Yap, Inc. (Lessee) the property located in Lomoch and Lajer Villages, Mal Municipality, Yap District, as further described below:

A square parcel of one hundred and fifty (150) feet by hundred and fifty (150) feet, surveyed and filed by District Land Management as parcel No. 50038 (Trading No. 5001/69, Project No. 6711, approved November 21, 1969).

The Lessee shall have the right to occupy and to use Parcel 50038 for the purposes of constructing, maintaining, and operating an airplane storage and maintenance building, and the Lessors are willing to trace said premises to the Lessee for such purposes.

The Lessee agrees to pay to the Lessors, as rent for the premises, the sum of US\$ 15.00 per year, to be paid in one amount for the period 10-years period (beginning 1970 until April 13, 1980) to the Lessors, within a total of US\$ 150.00. This amount shall be the consideration of this lease.

The Lessee shall give the right to terminate this Lease Agreement by written notice one (1) year before he intends to terminate it.

The Lessee shall have the right at any time during the continuance of this lease or within one (1) year after its termination to sever the premises and improvements, fixtures, equipment and other property of the Lessee placed on the premises by the Lessee.

The Lessee's interest and his obligations shall extend to and be binding on the heirs or successors of the undersigned parties.

Witness my hand and seal this 21st day of November 1969.  
G. L. L. [Signature]  
District Land Management, Mal Municipality

Lessee:

Yilbur Haeth  
Yilbur Haeth  
President of the Episcopal  
Mission of Yag, Inc.

Witness:

We, the undersigned witnesses, hereby certify that Yilbur Haeth's signature was subscribed in our presence on the date shown beside the signature above, and that the subscriber of the above signature is personally known to us and that we saw him affix his said signature.

[Signature]  
[Signature]

Filed as 1858 1858, this 11 day  
July, 1971, in book 101, page 117.

[Signature]  
Notary of Court, Yag District

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## F. AIRPORTS

## § 1091. Comment

In recognition of the acute need for a larger number of airports following the second World War Congress adopted the Federal Airport Act in 1946.<sup>23</sup> The purpose of this Act was to establish a nationwide system of public airports adequate to meet the present and future needs of civil aeronautics. This purpose was to be achieved by the grant of substantial funds on a matching basis to the states for the construction of approved projects.

The acquisition of land for the construction of airports is a proper function of local government. The Model Airports Act has been adopted by a number of states. It deals with the right of political subdivisions of the state to establish and operate airports and to receive federal aid for such purposes. The acquisition and ownership of land for airports is declared to be a governmental function, conferring powers of condemnation and taxation. This Act superseded the Uniform Airports Act of 1935 which was withdrawn in 1943.

A number of states have also adopted the Model Airport Zoning Act sponsored by the National Institute of Municipal Law Officers. Under its provisions cities and counties may adopt airport zoning ordinances restricting the height of buildings and other objects in the approach zones.<sup>24</sup>

## Library References:

C. J. S. Aerial Navigation § 25 et seq.  
Wolfe's Key No. Digests, Aviation ¶ 211 et seq.

## § 1092. Agreement for Use of Airport

Air Transport Company, of \_\_\_\_\_, herein called the Company, and \_\_\_\_\_, of \_\_\_\_\_, a corporation, owner and operator of \_\_\_\_\_ Airport located at \_\_\_\_\_, State of \_\_\_\_\_, herein called the Owner, agree as follows:

1. **Use of Airport.** The Owner grants to the Company the right to use the \_\_\_\_\_ airport for a period of \_\_\_\_\_ years beginning \_\_\_\_\_ and ending \_\_\_\_\_, for landing and taking off with its airplanes engaged in scheduled runs from \_\_\_\_\_ to \_\_\_\_\_, and any special planes as it may desire to use in going to or beyond said airport, which shall include the right to take on and discharge passen-

23. 49 U.S.C.A. § 1191-1194.

24. For a model airport zoning ordinance and explanatory bulletin, see §§ 19257 and 19257.1, below.

gers and baggage, refuel, store and park the planes, and have the same inspected and repaired.

2. **Services Furnished.** The Owner shall furnish the Company with all radio dispatching service for landing, taking off and directing flights, by day and night, and shall supply all lighting service sufficient for landing and taking off at night. The Owner shall also supply airport attendants for aiding passengers of the Company in entering and alighting from planes, and in loading and unloading baggage for passengers, who shall act generally as employees of the Owner but under the directions of the Company only while loading and unloading baggage and while assisting passengers to enter or alight from the Company's planes.

3. **Indemnity.** The Owner shall hold harmless the Company the first part against any loss or damage to planes or equipment while on the premises of the Owner not caused directly by the negligence of first party, its agents and servants; and to indemnify the Company against any claim for damage or liability to passengers for loss of baggage or injury or death occurring on airport premises, due to causes of any character whatsoever, except the negligence of the Company, its agents and servants.

4. **Additional Services.** The Owner agrees to service the planes of the Company with its own mechanics and to inspect, repair, oil, grease and refuel all planes of the Company, when and as ordered and directed by the pilot in charge of plane, and in rendering said services second party will act as an independent contractor, with sole responsibility for any accidents or injury occurring during the rendition of such service, however caused, except through the negligence of the Company, its agents and employees.

5. **Compensation.** The Company agrees to pay for such use and service the sum of \$\_\_\_\_\_ per month, payable on the first of each month in advance, and in addition thereto the further sums agreed upon for fuel, oil, gas, grease, inspection, repairs and services (other than assistance in loading and unloading planes), as may be specifically agreed to by written order signed by the pilot in charge of the Company's plane so serviced, repaired, inspected or refueled.

6. **Waiting Room, Tickets.** The Owner agrees to supply waiting room and comfort facilities for the use of passengers and to sell and keep for sale tickets over the Company's line, on terms and conditions agreed upon in separate ticket agency agreement.

7. **Hangar Storage.** The Company shall be entitled to hangar storage for not to exceed \_\_\_\_\_ planes for not to exceed \_\_\_\_\_ hours each day, and shall pay therefor to the Owner the sum of \$\_\_\_\_\_ per storage hour used for each plane. Free parking of the

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Company's planes on airport premises shall be permitted between scheduled runs and during time occupied in making inspections and repairs, servicing, loading and unloading planes.

**8. Denial of Preference.** The Company shall not be entitled to any preference over other airline carriers in time or place of landing, taking off, loading and unloading, but all airline carriers running scheduled routes shall be given preference over private carriers or others using the airport facilities.

**9. Warranty.** The Owner warrants all service and materials used on the Company's planes to be first class, both as to workmanship and materials, and agrees to indemnify the Company against all claims for liability arising by reason of any defects in either work or material, either latent or patent.

Executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

[Signatures]

**Library References:**

C.J.S. Aerial Navigation § 25 et seq.  
West's Key No. Digests, Aviation C-224 et seq.

**§ 1093. Airport Lease (Short Form)**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between \_\_\_\_\_, hereinafter referred to as Lessor, and \_\_\_\_\_, hereinafter referred to as Lessee, with reference to the \_\_\_\_\_ Airport, hereinafter referred to as the Airport.

The parties hereto, for and in consideration of the rents, covenants and agreements contained herein, agree as follows:

**1. Premises.** Lessor does hereby demise and let unto Lessee, and Lessee does hereby have and take from Lessor, certain premises and facilities, rights, licenses and privileges on and in connection with the property and improvements of Lessor specified as said Airport, as more particularly hereinafter set forth:

(a) *Use of Airport.* The use, in common with others authorized so to do, of said Airport and all appurtenances, facilities, improvements, equipment and services which have been or may hereafter be provided thereat, such use without limiting the generality hereof, to include the following rights, licenses and privileges:

The operation of a transportation system by aircraft; the repairing, maintaining, conditioning, servicing, parking or storage of aircraft or other equipment; the training of personnel, and the testing of aircraft and other equipment; the sale, disposal or exchange of aircraft, engines, accessories, and related equipment; the servicing by Lessee or others of aircraft and other equipment, including the

right to install and maintain on said Airport adequate storage facilities and appurtenances including rights of way necessary therefor; the landing, taking off, parking, loading and unloading of aircraft or other equipment; the right to load and unload persons, property and mail at said Airport by such means of conveyance as Lessee may desire, with the right to designate the carriers who shall transport Lessee's passengers and their baggage to and from the Airport; the right to install and operate advertising signs, the general type and design of such signs to be subject to the approval of the Airport Manager; the right to install, maintain and operate radio, communications, meteorological and aerial navigation and such other equipment and facilities, in, on and about the premises herein leased, as may be necessary or convenient for lessee's operations; the conduct of any other business or operation reasonably necessary to the proper conduct and operation by Lessee of its business;

(b) *Space in Administration Building.* The exclusive use of about \_\_\_\_\_ square feet in the Administration Building, as the same is more particularly set forth and shown on plans and specifications marked Exhibit A attached hereto and made a part hereof, for such exclusive use as Lessee may desire to make thereof;

(c) *Public Space in Administration Building.* The use, in common with others, of all public space in the Administration Building;

(d) *Parking Space.* The use by Lessee, its employees, customers, suppliers and other licensees or invitees, without charge, of an adequate designated vehicular parking space located as near as possible to the Administration Building;

(e) *Additional Ground Space.* The exclusive use of that certain ground space, as is more particularly set forth and shown on plans and specifications marked Exhibit B attached hereto and made a part hereof, for such uses as Lessee may desire to make thereof;

(f) *Right of Access, Ingress and Egress.* The full and unrestricted access and ingress to and egress from the premises for all purposes contemplated by this agreement.

2. **Term.** Subject to earlier termination as hereinafter provided, the initial term of this lease shall be for the period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, subject, however, to an option hereby granted by Lessor to Lessee to renew this lease for an additional term of \_\_\_\_\_ years under the same conditions as the initial term thereof, and the rentals and fees shall be agreed upon before renewal and shall not exceed \_\_\_\_\_% of the initial rates. Lessee shall notify Lessor in writing of Lessee's desire to exercise said option not less than \_\_\_\_\_ months before the expiration of the initial term.

3. **Rentals and Fees.** Effective \_\_\_\_\_, Lessee agrees to pay Lessor the following rentals, fees and charges (there being no other

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rentals, fees or charges, and no tolls payable in monthly installments covering the preceding calendar month); and Lessor shall, following the end of each month, transmit to Lessee a statement of the rentals, fees and charges incurred by Lessee during said month as hereinafter provided, and the same shall be paid by Lessee within fifteen (15) days after receipt of such statement:

(a) *Additional Ground Space.* Rental at the rate of \_\_\_\_\_ per square foot per annum for ground space exclusively leased to the Lessee.

(b) *Administration Building Space.* Rental for office space leased exclusively by Lessee in the Administration Building at the following rates:

First floor space . . . . .	\$ _____	per square foot per annum
Second floor space . . . . .	\$ _____	" " " " "
Third floor, storage, and basement space . . . . .	\$ _____	" " " " "

(c) *Activity Fees.* A fee each calendar month to cover all of Lessee's activities on the airport, excluding those covered by the above rentals, shall be paid by Lessee and shall be based on the number of monthly scheduled trip arrivals at said airport as follows:

The timetable of the Lessee in effect on the first day of each month shall be the sole basis for determining the number of such scheduled trip arrivals during such month, and no account shall be taken of schedule changes made during the month, the actual number of trip arrivals or airplane landings occurring during the month, flight cancellations, extra sections flown, courtesy, test, training, inspection, charter and other flights. The number of trips shown on the face of the timetable as scheduled to arrive at said Airport shall be the number of trips for which the monthly payment shall be made without regard to the number of days on which such trips are scheduled so to arrive.

4. *Other Charges or Fees.* Lessor agrees that no charges, fees, or tolls, other than herein expressly provided for, shall be charged or collected by it directly or indirectly from Lessee or any other persons, including, without limitation, taxi and limousine companies or operators, suppliers of materials or furnishers of service for the privilege of transporting, loading, unloading, or handling persons, property or mail to, from, into or on said Airport in connection with Lessee's business. Lessee shall have the full right of purchasing at said Airport its requirements of gasoline, fuel, lubricating oil, grease or any other materials or supplies from any person or company of its choice, and no charges, fees or tolls of any kind except as herein expressly set forth shall be charged by Lessor, directly or indirectly, against

Lessee or its suppliers for the privilege of using, storing, withdrawing, handling, consuming or transporting the same to, from or on said Airport.

**5. Maintenance and Operation of Airport.** Lessor agrees to maintain and operate with adequate and efficient personnel and to keep in good repair said Airport and Administration Building, and the appurtenances, facilities and services now or hereafter connected therewith, and to keep said Airport free from obstructions for the safe, convenient and proper use thereof by Lessee, and to maintain and operate said Airport in all respects equal to the highest rating issued by the Federal Aviation Agency for comparable airports and in accordance with all rules and regulations of any governmental agency having jurisdiction thereof.

Lessor agrees to keep the public space in the Administration Building attractively furnished, and to provide and supply adequate light, electricity, heat and water for the public space and Lessee's exclusive space therein.

**6. Building by Lessee.** The Lessee may at its own cost and expense erect on or install in any site which is available and not being otherwise used at said Airport (Lessor hereby agreeing to lease such space exclusively to the Lessee hereunder at the rentals specified in Paragraph 3(a) above), any hangars, buildings or structures, including storage tanks or equipment above or under ground, that it shall determine to be necessary for use in connection with its air transport operations.

**7. Rules and Regulations.** Lessee covenants and agrees to observe and obey all reasonable rules and regulations which may from time to time during the term thereof be promulgated and enforced by Lessor or other competent authority; provided the same are consistent with safety and do not conflict with the rules of any Federal agency having jurisdiction thereover, and are not inconsistent with the procedures prescribed or approved from time to time by the Federal Aviation Agency for landing and taking off of Lessee's aircraft at said Airport. Lessor covenants and agrees to formulate, adopt and enforce local rules and regulations which will provide, among other things, that scheduled transport planes, whenever conditions of safety will permit, will be given the right of way over other aircraft, and which regulations shall control the general public and traffic so as not to interfere with the operations of the Lessee.

**8. Control over Rates, Fares or Charges.** Lessor shall have no control whatsoever over the rates, fares, or charges that Lessee may prescribe for any of its services by air or land to, from, or through said Airport.

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9. **Cancellation by Lessor.** In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and Lessee thereafter is adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal re-organization act, or that a receiver of Lessee's assets shall be appointed, or that Lessee shall be divested of its estate herein by other operation of law, or that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained, on its part to be performed, the Lessor may give the Lessee written notice to correct such condition or cure such default and, if any such condition or default shall continue for thirty (30) days after the receipt of such notice by the Lessee, the Lessor may, after the lapse of said thirty (30) day period and prior to the correction or curing of such condition or default, terminate this lease by a thirty (30) day written notice.

10. **Cancellation by Lessee.** Lessee may cancel this agreement, in whole or only insofar as it relates to any building, and terminate all or any of its obligations hereunder at any time, by thirty (30) days written notice, upon or after the happening of any one of the following events: The failure or refusal of the Civil Aeronautics Board to grant Lessee the right to operate into and from said Airport; the termination of Lessee's obligation or right for the carriage of United States air mail to, from or through the \_\_\_\_\_ metropolitan area or its environs; the failure or refusal to designate, or the withdrawal of such designation by the Post Office Department, or any other competent governmental authority, of the said Airport as the terminal point for the \_\_\_\_\_ metropolitan area and its environs, for the receiving and dispatching of United States air mail; issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of said Airport or any part thereof for airport purposes; any action of the Civil Aeronautics Board refusing to permit Lessee to operate into, from or through said Airport such aircraft as Lessee may reasonably desire to operate thereon; the breach by Lessor of any of the covenants or agreements contained and the failure of Lessor to remedy such breach for a period of thirty (30) days after receipt of a written notice of the existence of such breach; the inability of Lessee to use said premises and facilities continuing for a longer period than thirty days due to any law or any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Lessee or due to war, earthquake or other casualty; the assumption by the United States Government or any authorized agency thereof of the maintenance and operation of said Airport and facilities or any substantial part or parts thereof.

**11. Covenant Not to Grant More Favorable Terms.** Lessor covenants and agrees not to enter into any lease, contract or agreement with any other air transport operator with respect to the Airport containing more favorable terms than this lease or to grant to any other air transport operator rights, privileges or concessions with respect to said Airport which are not accorded to the Lessee hereunder unless the same rights, privileges and concessions are concurrently and automatically made available to the Lessee.

**12. Assignment of Lease.** Lessee shall not at any time assign this lease or any part thereof without the consent in writing of Lessor, provided that the foregoing shall not prevent the assignment of this lease to any corporation with which the Lessee may merge or consolidate or which may succeed to the business or assets of the Lessee or a substantial part thereof, or prevent the subletting of any of the space leased exclusively to the Lessee hereunder.

**13. Quiet Enjoyment.** Lessor agrees that, on payment of the rent and performance of the covenants and agreements on the part of the Lessee to be performed hereunder, Lessee shall peaceably hold and enjoy the leased premises and all the rights and privileges of said Airport, its appurtenances and facilities granted herein.

**14. Notices.** Notices to the Lessor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the City Clerk of the City \_\_\_\_\_; and notices to the Lessee, if sent by registered mail, postage prepaid, addressed to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, or to such other respective addresses as the parties may designate in writing from time to time.

In Witness Whereof, the parties have executed these presents by their duly authorized officers.

Attest:	City of _____
_____	By _____
Title:	Title
_____	_____
Attest:	
_____	By _____
Secretary:	President

**Library References:**  
 C.F.R., Aerial Navigation § 57 et seq.  
 West's Key No. Digests, Aviation §§ 225 et seq.

DPACT: rca

District Administrator, The District  
District Land Management Officer  
Chief, Lands and Surveys

NOV 20 1978  
RECEIVED  
LAND MANAGEMENT  
SECTION

Land for FT 1070 Sited construction of the Airport  
Improvements

Reference is made to the recent submission of an "Application for  
Land for Capital Improvement Project" - Form 1000 (copy attached)  
by the Chief of Planning for the FT 1070 Sited construction of  
the Airport Improvements.

Before construction of these facilities 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 required lands; and
- (b) actual property surveys of the required lands if such have  
not been accomplished in the past.

While the Chief of Planning indicates that the scope of work is  
known, we propose that the lands covered by past agreements for  
the Airport are involved. The Acting Director of Public Works,  
his memorandum Serial PR-72-0004 dated January 21, 1978, to the  
District Administrator, The, sets forth additional private land  
requirements.

With regard to the past land agreements, i.e., the The Airport  
"Land Settlement Agreement" dated September 20, 1961 and the The  
Airport Parking Lot "Land Use Agreement" dated January 23, 1962,  
we note that the Government is required to review it's continuing  
need of the land every five (5) years. It is believed this has not  
been done recently. It is obvious that there is a continuing need  
and accordingly, can you please provide us of the names of the persons  
representatives of the land owners and draft letters similar to  
provided to the representatives of land owners on Uthini (copy  
attached). This office will place the letters in final form and  
arrange for signature by the High Commissioner.

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TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : See Distribution

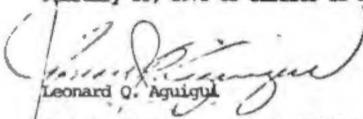
DATE: Feb. 6, 1973

FROM : District Administrator, Yap

SUBJECT: Interim Renovation of Yap Airfield

You have been furnished copies of Mr. Charles Wright's, Department of Public Works, Headquarters, memorandum of January 31, 1973, Serial #E-73-0025, wherein he outlines, among other things, "Action required by District Personnel" regarding the above subject.

Since you have been furnished copies of the memorandum, I need not repeat here those actions required by you. What I want done is for the list of required action to be accomplished by not later than February 23, 1973 or earlier if at all possible.

  
Leonard O. Aguigul

Distribution: 1. Mr. Marcelino Melairel, Acting D.D.P.W., Yap  
2. Mr. Mike Allen, District Land Management Offr., Yap

cc: C.I.P. Coordinator, Yap  
District Planner, Yap



TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the High Commissioner, Saipan

TO : District Administrator, Yap

DATE: Jan. 31, 1973  
Serial FB-73-0025

FROM : Acting Director of Public Works

By : Charles Wright, Architect, Dept. of Public Works

SUBJECT: Interim Renovation of Yap Airfield - Trip Report

Note: The following report was presented in preliminary form on Friday, January 19, 1973 at 2:00 p.m. in the DistAd's Office for direction and comment. The following people were present at this meeting.

Yap District:

Mr. Fran Defagin - Acting District Administrator  
Mr. Fil Abalos - Program and Budget Officer  
Mr. Fred DuPont - C.I.P. Coordinator  
Mr. Marcelino Melaresi - District Director of Public Works  
Mr. Mike Allen - Land Management Officer  
Mr. Dave Hartman - District Planner

Headquarters Public Works:

Mr. Charles Wright - Project Architect

Headquarters Transportation:

Mr. Ray Douglass - Chief of Airports Division

Comments and revisions made to the preliminary report are shown with an asterik (\*) in this final report.

References:

- A. Engineering study of Yap and Palau airfield by Air Force Civil Engineering Center, 1969.
- B. Trust Territory Aviation Systems study, by FAA, Jan. 15, 1971, updated Nov. 23, 1971.
- C. Seabee report on Yap and Palau Airfield Rehabilitation - Dec. 1972.
- D. Conference with Lyons & Assoc. in Guam Jan. 12, 1973, C. Wright and R. Douglass.
- E. Conference with Seabee construction personnel in Guam Jan. 12, 1973 C. Wright and R. Douglass.

- F. Telephone conference with Ralph M. Parsons Co., Honolulu, Jan. 12, 1973 C. Wright.
- G. Interim renovation of Yap Airport Memorandum from District Public Works to District Administrator, Yap, Dec. 6, 1972.
- H. Yap Air Target Maps and Photos, Joint Intelligence Center, May 20, 1944.

Background:

On Tuesday, January 9, 1973 at 9:00 a.m. a meeting was held in Saipan for the purpose of establishing an immediate course of action for the repair and rehabilitation of Yap Airfield. The High Commissioner, Deputy High Commissioner, Special Assistant for District Affairs, District Administrator, Yap, Chief Raboman, President of the Yap Legislature, Director of Transportation & Communication, Chief of Airports, Acting Director of Public Works, Public Works Soils Engineer, Public Works Program and Budget Officer, Public Works Architect, and the Navy Liaison Officer attended the meeting.

In accordance with the plan of action established at the above meeting Mr. R. Douglass, Chief of Airports, Mr. F. Robinson, Chief Engineering Surveyor, and Mr. C. Wright, Architect visited Yap from Jan. 13, thru Jan. 20, 1973 for the purpose of surveying the airport; gathering data on the availability of equipment, personnel and equipment; and making recommendations for immediate corrective measures that can be accomplished with presently available resources.

Observations:

The following is a summary of the references listed above and the site observations of Mr. Charles Wright, Public Works Architect.

Existing Airfield Construction:

The original Japanese Airfield was constructed with a native subgrade and had considerable cuts and fills. A concrete box culvert was installed across the runway at approximately station 25 to drain the low area at the site of the existing lake. After the bombing in July 1944 the culvert was damaged and the lake started to form. During the month of April 1944 the Japanese surfaced the runway with three layers of hand placed local coral set in local material. When the Trust Territory started rebuilding of the present airfield in approximately 1962 there were 86 bomb craters in the runway. The Trust Territory added approximately 8 feet of fill at the center of the airfield apposite the lake. Material for filling the

bomb craters and realigning the runway gradient was borrowed from the area of the present runway high spot southwest of the existing terminal area. A Yapese heavy equipment operator who worked on the Trust Territory airport project said that bomb craters were not excavated before filling and compaction of the subbase was minimal. Coral base material was dredged from the south end of the island at Gilman. The quarry site is plainly distinguishable. Several people present on Yap when the existing runway was constructed have said construction was stopped before the coral base was built up to designed thickness because of a lack of funds. While the \* (Coast Guard) did attempt to seal the runway with an asphaltic concrete there are no visible signs of any attempt to seal the exposed base material on the runway shoulders. The existing paving was designed by O.I.C.C. and is a bituminous surface treatment of the coral base material approximately 2" thick.

Drainage:

All reports on the Yap Airfield made to date have pointed out the requirement for adequate surface and ground water drainage. Recommendations for immediate improvement of the surface water drainage pattern that are believed to be within the equipment capabilities of District Public Works are as follows:

- (a.) The existing lake has three overflow culverts, two parallel G.I. culverts and one job fabricated culvert. Two of the culverts are presently clogged. The culverts drain into two parallel ditches on the north side of the runway outside of the runway boundary. The slope of these ditches is toward the northeast. Both ditches are clogged and in disrepair. Permission to repair and clean the culverts and ditches should be obtained from the property owners and work should start as soon as possible.
- (b.) Seven 16 inch diameter holes, 6 feet deep, have been drilled at the sides of the runway for the purpose of determining the ground water level. Water has been observed in three holes between the lake and the runway. Ground water exists above the top of the lake, probably due to capillary action. Ground water was not observed in the four holes adjacent to the runway. Lowering the ground water level between the lake and runway by such means as a sand trench drain would require a major construction effort, and is therefore not recommended at this time since the water table is significantly below the runway.
- (c.) Rainwater that does not seep through the existing cracks in the runway paving is drained to the shoulders where it is partially retained by the grass covered coral. The shoulders should be reggraded to a minimum slope of 4 percent and should be reworked with an asphalt

or portland cement stabilized coral to decrease the permeability of the existing sandy coral. Since it is possible that the existing runway material will be reworked in the near future, clay is not recommended for treatment of the shoulders. Coral base excavated from distressed areas could be combined with from 6 to 10% portland cement and mixed by windrowing on the site of the runway paving. Bagged portland cement of questionable value for structural concrete has been observed in the harbor area. This cement should be satisfactory for this project if the hydrated portion is discarded and the remainder is broken up with a roller prior to mixing with the coral.

- (d). The existing "bird Baths" on the runway should be leveled out to provide improved drainage. It is suggested that the rock crusher be reassembled and the 1 inch Paluan aggregate or Yapese coral heads be crushed to 3/8" minus aggregate for this purpose. Seventy five barrels of SS-1 asphalt for surface patching are in transit from Saipan to Yap on the LOTTE REITH at this time. \* (Asphalt arrived on Yap Jan. 20, 1973.)

Repair of Distressed Areas:

Distressed runway pavement should be removed and repaired as described in reference "A" above as follows:

- (a) Excavate to a minimum depth of 36 inches, or to stable subgrade. The subgrade should be dried (if practical) and compacted at the bottom of the excavation. The area should be backfilled and compacted in 6 inch lifts to within 2 inches below the adjacent grade. The backfill material should be clean sound coral which has been drained and is free of muck.
- (b) The coral surface should be primed, and 2 inches of cold mix asphalt patching surface should be placed and compacted. The entire patched area then should be sealed with a conventional single bituminous surface treatment. Such patches should be neat and square, placed with a well crowned surface.

\*(c) Note: After this preliminary report was drafted, Mr. J.R. McCulley, EQCM USN CB PAL Det Guam visited Yap from Jan. 20, 1973 to Jan. 27, 1973 for the purpose of making recommendations on Interim Airfield Repair Techniques. Master Chief McCulley made a Preliminary Report on January 24, 1973 and is attached to this report. Because of the difficulty of obtaining coral in any quantity the recommendation of using cement stabilized coral for patching distressed areas is highly preferred to any other repair method. The Department of Public Works agrees and supports in total to the recommendations contained in Master Chief McCulley's report.

Action Required by District Personnel:

1. Land Management: Permission of access to private land is required for the following purpose:
  - (a) Water use rights to Ganot Lake for airfield construction.
  - (b) Repair overflow culverts and ditches leading from Lake Carnot for airfield construction.
  - (c) Construct new drainage ditches from the edge of the runway to the existing ravines as shown on the enclosed sketch "A" in four places.
  - (d) Obtain coral stockpile site approximately 1/2 acres each on both sides of the runway as shown on sketch "A".
  - (e) Establish availability of coral from the Gilman site.
2. Public Works:
  - (a) Find the sheepsfoot roller.
  - (b) Send list of all parts required to repair asphalt distributor.
  - (c) Assemble rock crusher and determine all parts required to return to operable condition.
  - (d) Make estimate of material and labor required to maintain the airport on the present repair program for the next three months, and improve the drainage at the runway shoulders. Design of the drainage swales on either side of the runway based on the survey presently being prepared, will be completed by Headquarters Public Works by \*(Feb. 9, 1973) and will be estimated as a separate work item.
  - (e) List the number of equipment operators available, and the number of operators that can reasonably be expected to work on the airport on a full time basis.
  - (f) Establish the running condition of the pan scraper. Request assistance from the Seabees (Guam) or Central Repair if required.

Action by Headquarters Public Works:

1. Samples from the Colonia coral dredging site, and samples of the existing subbase, base and wearing course were obtained on January 17, 1973, and will be air freighted to Saipan January \* (24), 1973 for

testing by the Public Works Soils Lab. Runway pavement design will be complete by \* (February 14, 1973).

2. Complete airfield topographic survey by January \* (30), 1973.
3. Complete drainage swale design by \* (February 9, 1973).
4. Establish scope and construction phasing for project by Feb. \* (14), 1973. Coordinate personnel, equipment and material requirements with the Seabees and Director of Public Works, Yap. Coordinate construction phasing \* (so that air carrier can maintain scheduled operations).
5. Keep Headquarters and District Administrations informed of progress on the project.
- \*6. Public Works will submit requisition to Property and Supply for all materials, equipment personnel services and transportation services.

Action Required by Transportation:

1. Coordinate shipping requirements for material, equipment and personnel. \* (with Property and Supply based upon authorized requisitions).
2. Maintain contact with FAA.
3. Provide design parameters for maximum and minimum gradients; minimum separation from shoulder to centerline of drainage swabs for safety purposes; width and length of runway, runway safety marking; and size of apron and taxiways.
- \*4. Maintain contact with Air Micronesia.

Construction Materials:

Coral: Samples have been sent to Saipan for testing. The Gilman site is strongly recommended over the Colonia site for the following reasons. (1) The coral appears to be relatively free of muck. (2) The haul road is shorter, straighter and has less grade changes. (3) The haul road is in better condition. (4) The haul road goes through a less populated area and is therefore safer. (5) The road from Colonia will be restricted due to the water and sewer project presently in progress.

Water: Ganot Lake is preferred for a water source because of its obvious accessibility. Saltwater could be used for dust control on the haul road if required but corrosion of the equipment would result.

Asphalt: The type and quantity of asphalt required has yet to be determined.

Portland Cement: Cement as required will be bagged because of the lack of bulk handling facilities on Yap.

ROY PLHAK

Enclosures:

- (1) Yap Airport - Sketch "A" - Jan. 19, 1973
- (2) Yap Airport - Sketch "B" - Jan. 19, 1973
- (3) Yap Airfield Repair Preliminary Report by J. R. McCulley, EQCM  
USN CB PAL Det Guam, dated January 24, 1973

cc:

High Commissioner  
Deputy High Commissioner  
Special Assistant for District Affairs  
Director of Transportation & Communications  
Chief of Airports  
Military Liaison Officer (Navy)  
District Director of Public Works, Yap  
District Program & Budget Officer, Yap  
District Public Affairs Officer, Yap  
District Land Management Officer, Yap  
District C.I.P. Coordinator, Yap  
District Planner, Yap

PROGRESS REPORT

Jan. 24, 1973

District Administrator, Yap

J. R. McCully, ECOM USN CB PAL Det Guam

Yap Air Field Repair Preliminary Report

1. The following sequence of events is recommended for repairing the Yap Airfield.
  - A. Repair approximately 60,000 sq. ft. of distressed area.
  - B. Establish drainage, grade shape and maintain shoulders for good drainage.
  - C. Seal entire runway with an R.C. Asphalt after distressed areas are repaired.
  - D. Surface entire runway with a double bituminous surface treatment.
2. The following methods and procedures are recommended for making the repairs.
  - A. Remove 12" of existing surface and replace with a soil cement mixture. Mixture should consist of 10 per cent cement and moisture content should be approximately 11 per cent. Reuse existing material where possible and add coral where required to obtain the 12 inches of mixture.
    - (1) In the area where water was found in the test hole, it is recommended that approximately 36 inches of existing material be removed. After a drainage ditch has been provided to leach off the water. Then back fill with 12 inches of clean sand, 12 inches of compacted coral then the 12 inches of soil-cement mixture. (This should allow the subsurface water to leach free under the runway.)
  - B. Maintain adequate drainage at all times. Insure existing ditches are open and shoulders are graded to allow good run off of surface water.
    - (1) It is understood that Saipan has made a survey of Air Field and surrounding area and are making plans for establishing permanent drainage. When these plans are complete drainage should be established accordingly.
  - C. The sealing of the runway is considered very important. This will prevent undue deterioration by preventing surface water from entering the sub base.
    - (1) The use of an R.C. 250 or 600 asphalt applied at the rate of

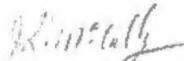
.12 to .15 gal. per sq. yd. should be used for this seal.

D. The double bituminous surface treatment (DBST) should be applied after repairs to all distressed areas are complete. This should provide a good wearing surface for the runway.

(1) I have taken some rock samples from the hill located approximately 1 mile west of the Air Field. After tests are made on sample rocks I will forward recommended application rates for the double bituminous surface treatment.

3. Good construction practices should be used at all times during this project, and the following general comments are made concerning this.

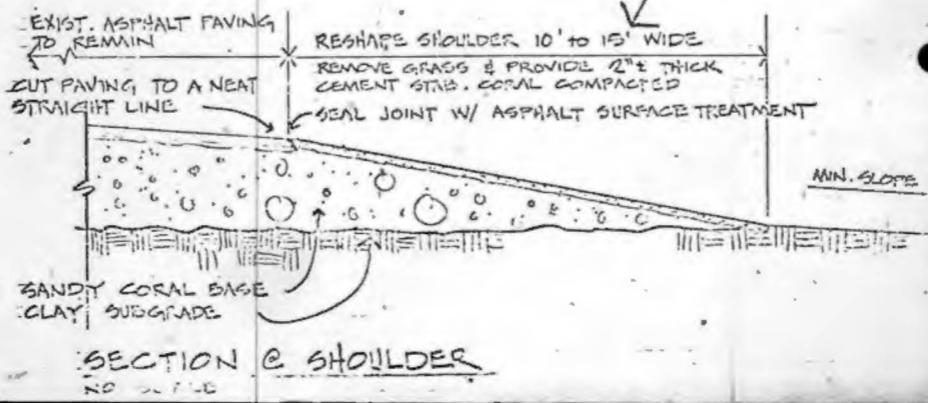
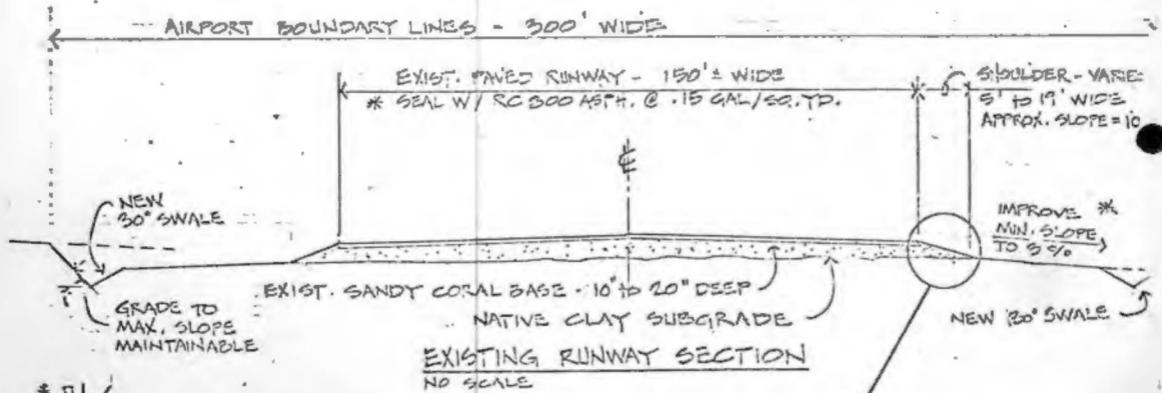
1. In all fill areas the maximum size of any rock should not exceed 3" in diameter.
2. In making fill a grader should be on hand and used to keep the area smooth so that rollers can obtain maximum compaction.

  
J. R. McCully



SCALE = 1:10,000

YAP AIRPORT - SKETCH "A"  
DATE 1/11/75 BY G. WILKINS



YAP AIRPORT - SKETCH "B"  
DATE: 1/19/75 BY: C. WRIGHT  
\* : REVISIONS 1/24/75 - DITL CORRM.

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:

**YAP AIRPORT IMPROVEMENTS**

2. **CONSTRUCTION SCHEDULE:** As construction of this facility is to begin by

ASAP, 19 73, it is requested that the land be set aside by the  
Director of Land Management by ASAP, 19 73.

3. **PROJECT FUNDING:** The project is programmed to be funded in FY 73 and is  
expected to be completed at a cost of \$ ?

*No scope of work or project cost estimate has been received in this office  
to date.*

4. **LOCATION:** This facility is to be constructed at:

- (a) District YAP  
(b) Island YAP  
(c) Municipality NULL  
(d) Village LAMBE

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

5. **AREA REQUIRED:** The amount of land needed is (in acres): APPROX. 37 acres

**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):

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  *Fred [Signature]*  
(b) District Land Management Officer: YES  NO  *M. H. Allen 1/24/73*  
(c) Planning Coordinator: YES  NO  *David [Signature] 2/2/73*  
(d) District Planning Commission: YES  NO



**WHEN COMPLETED, SUBMIT ORIGINAL TO THE DIRECTOR OF LAND MANAGEMENT**

*(2) Director Die Bouddes [Signature]* **499** FORM TT 985  
PAGE 1

10. ALTERNATIVE SITES: Attach sketches.

Alternative Site 1 (give explanation): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alternative Site 2 (give explanation): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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): \_\_\_\_\_

(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:

Signed:   
(Commissioner/Department head only)

Title: Chief of Planning

Date: 2/15/73

WHEN COMPLETED, SUBMIT ORIGINAL TO THE DIRECTOR OF LAND MANAGEMENT

Director of Public Works

District Administrator, Yap

Yap Airfield Site Selection

Attached please find a copy of a notice for a "Public Meeting to Discuss Yap Airfield Realignments." The meeting has been scheduled to provide an opportunity for Mr. Balala to present his findings to the public and to provide a further opportunity for public discussion on the topic of the siting of the airfield. It is essential that Mr. Balala be present at the meeting and we have scheduled the date with his concurrence. Copies of his "Draft Environmental Impact Statement" have been prepared for distribution as well.

We would like to request also that a qualified engineer accompany Mr. Balala to Yap, prepared to knowledgeably answer questions relating to the actual construction of the airfield. For example, questions have already been raised locally concerning such items as locations of borrow sites and access roads to such sites which we are not able to answer ourselves.

It is our hope that during Mr. Balala's visit an acceptance of the realignment scheme will be realized. We are proceeding cautiously however as the subject of the siting of the airfield continues to be a sensitive issue. Do not expect any further developments here prior to Mr. Balala's visit.

Anticipating an acceptable solution to the selection of a site, the matter of actual negotiations for acquisition of the land can be expected to take some considerable time. Given the high land value anticipations of the landowners, there seems little point in proceeding to a discussion of price until some realistic appraisal of land values are made. It is our understanding that the Chief, Lands & Surveys is at this time inviting proposals from certain land appraisers to make land appraisals of several sites in Yap. These appraisals will be extremely helpful in all future land acquisition work.

Leonard C. Agudal

cc: Chief, Lands & Surveys ✓  
Attorney General

Form 7-0

Yap 005-1



NOTICE  
for  
PUBLIC MEETING  
to discuss

YAP AIRFIELD IMPROVEMENTS

The Office of the District Administrator wishes to announce that a public meeting will be held on Friday March 24, 1972 in the District Legislature Building, Colonia at 1:30 in the afternoon.

Office ko AM rodad e baadag ni nga yog ke urungin e girdii ni rafen ni March 24, 1972 e bay e moolung u Tablau Office, ngalane moolung e 1:30 ko mathag yal.

The purpose of this meeting is to present to the people of Yap the considerations of the Department of Public Work in planning to provide an improved airfield to better serve transportation and communication needs of the people of the Yap District and other peoples of the Western Caroline Islands.

Van e hiney e moolung e ngani weliy fan ko girdii ni rafen ni March 24, 1972 e bay e moolung u Tablau Office, ngalane PUBLIC WORKS u rogon ni yad be lem nag ni ngani faleg rogi sikeyo rodad nay nge mangil nab sor fan ko girdii nu Waab nge urungin e girdii ko e thali i fashfan nge.

The airfield at Yap needs to be lengthened and to be given a stronger foundation support if it is to be used by aircraft of the type servicing all other districts of Micronesia. The present airfield was designed by the Japanese for use by warplanes. It is not suited for adaptation to present day aircraft. The present airfield was designed by the Japanese for use by warplanes. It is not suited for adaptation to present day aircraft. The present airfield was designed by the Japanese for use by warplanes. It is not suited for adaptation to present day aircraft.

Kagi sikeyo rodad nay e chiney e riba nan gilni nga ni nuw nag na nga ni faleg rogon nge gal nge yog ningab foch e sikoki ngay ni der yog ni ngob e chiney. Hiney e yibe lem nag ni nge fal rogodad e girdii nu Waab nge ku bowh e hitii u rogon i fak e chugun age mabeag rodad. Hiney bearay e sikeyo ni boy e chiney e ni nganoli nge tagil e sikeyo nu Sapan be rodat wong ni dabi fal ya yugi ka moliitig wong ni yu be bafiney nge e ngani nab nag e gi sikeyo nge. Biay e yu be lem nag ni fan nag ni dabi kirat nag e bay rodad.

The present airfield was designed by the Japanese for use by warplanes. It is not suited for adaptation to present day aircraft. The present airfield was designed by the Japanese for use by warplanes. It is not suited for adaptation to present day aircraft. The present airfield was designed by the Japanese for use by warplanes. It is not suited for adaptation to present day aircraft.

Biay bearay nge nag e fashfan na nady e sikeyo, hiney e bearay na weliy fan ko nge sikeyo. Sapan ni ribagafan e thungraa bearay nge e girdii nu Waab be rogon ni ngob ra ni krog e bay e fashfan e daban e sinaw ni nganoli e sikeyo nge e bay de pial. Nu fanre yog ang e daban e fashfan e bay nge ni krog e sikeyo ni kabe e chiney e ngani bay.

District Administrator, Yap

Sept. 2, 1971  
Serial No. E-71-631  
R-0713-25

Director of Public Works

Yap Airfield; Additional Environmental Studies

Reference is made to the environmental concern expressed in numerous meetings held in Rull Municipality, and to your letter of August 11, 1971, same subject.

We have been in contact with Dr. John C. Balsha, formerly of the Makapuu Oceanic Center, for additional environmental work in connection with the Yap airfield siting. Dr. Balsha will be arriving Yap approximately the first of October, you will be informed of the exact date. Dr. Balsha's evaluation will principally be a re-evaluation of the environmental, ecological and sociological factors for deciding between the reef site at Rull Municipality and an alternate land site.

The work task to be performed will begin with field investigation of the proposed sites. This investigation will pay particular attention to the fisheries and other marine resources of the reef site, and the arable soil and mineral potentials of the land site. It is hoped that some assistance can be provided by Mr. James McVey of the Fisheries Division in Koror, during this field investigation.

A provision in the National Environmental Policy Act of 1969 requires public review of Federal actions affecting environmental quality. Concurrent with the field investigations, a series of meetings and hearings will be held to discuss the airfield proposals with the widest possible spectrum of community, municipality and District organizations. At the conclusion of the investigations a series of meetings will be held to explain the findings and recommendations reached. We request your office to help arrange and publicize these meetings.

Immediately following the field program completion, a summary of Dr. Balsha's recommendations will be presented to your office. These recommendations will be followed by an in-depth report to be prepared within three weeks following conclusion of the field investigation. This report will include summaries of all public meetings held, and will deal with major or disputative points raised during the public hearings.

*yap 0051*



Mr. Belshe will also be in contact with Margery Palanrau and Norman Knot during the course of this environmental study.

Attached, please find a copy of Mr. Belshe's professional profile.

Gordon W. Bradley

cc: High Commissioner w/attachment  
Land Management Officer, Yap  
Joseph McVay, Palau  
Norman Knot, Saipan ←  
District Planner, Palau  
Chief of Planning

AGREEMENT FOR USE OF AIRFIELD

YAP ISLAND, TRUST TERRITORY OF THE PACIFIC ISLANDS

The Trust Territory of the Pacific Islands, hereinafter "Trust Territory", and the United States of America, by the Treasury Department, United States Coast Guard, hereinafter "Coast Guard", agree as follows:

1. Trust Territory grants to Coast Guard, and Coast Guard shall have, the non-exclusive right to use the Trust Territory airfield located on Yap Island, Yap District, Trust Territory of the Pacific Islands, for an indefinite period commencing 1 July 1963, for landing and taking off with its airplanes engaged in the support of the United States Coast Guard Loran Station, YAP, which shall include (without limitation) the right to take on and discharge passengers, baggage and cargo, refuel, store and park the planes, have the same inspected and repaired, and all other necessary activities in connection with the construction, maintenance and operation of the Loran Station.
2. To the extent available, Trust Territory shall furnish Coast Guard with all radio dispatching service for landing, taking off and directing flights, by day and night, all lighting service for landing and taking off at night, firefighting service and weather service. Nothing in this agreement, however, shall be construed to require the establishment by Trust Territory of facilities not otherwise required for the purposes of Trust Territory.
3. Coast Guard shall have the right to install, maintain and operate radio, communications, meteorological and aerial navigation and such other equipment and facilities, in, on and about the premises as may be necessary or convenient for its operations.

4. Coast Guard shall have full and unrestricted access and ingress to and egress from the premises for all purposes contemplated by this agreement.

5. Trust Territory shall maintain, operate and keep the airfield, appurtenances and facilities, now or hereafter connected therewith, in at least as good repair as at present, and shall keep the airfield and its approaches free from obstructions for the safe, convenient and proper use thereof by Coast Guard.

6. Coast Guard shall have the right to apply and maintain such additional surfacing to the runway as may be necessary for the use of Coast Guard aircraft. The cost of any such surfacing and maintenance thereof shall be paid by Coast Guard. Nothing in this agreement shall be construed to require any surfacing of the runway or maintenance thereof which is not deemed necessary by Coast Guard. Trust Territory shall report to Coast Guard and Coast Guard may correct at its own expense any deterioration of the surfacing which creates a hazard to aircraft authorized to use the airfield. Hazardous conditions resulting from the failure of the undercourse of the runway or damage to the surface caused by such failure shall be corrected by Trust Territory at its own expense and without expense to Coast Guard.

7. Coast Guard may relinquish its rights under this agreement upon giving notice in writing to Trust Territory at least sixty (60) days prior to relinquishment. Coast Guard shall not be required to restore the airstrip to its present condition, but all other facilities or areas used by Coast Guard shall be restored (ordinary

wear and tear excepted) to the satisfaction of Trust Territory upon relinquishment of its rights and privileges under this agreement. Trust Territory shall notify Coast Guard in writing at least thirty (30) days prior to the effective date of Coast Guard relinquishment of its rights and privileges under this agreement, of any restoration to be required. All property, buildings and facilities installed by Coast Guard shall remain the property of the United States and may be removed by Coast Guard upon relinquishment of its rights and privileges under this agreement.

8. In the event that Trust Territory accords any rights or privileges to any other party which are more favorable than those accorded Coast Guard such rights and privileges shall concurrently and automatically be extended to Coast Guard.

9. Coast Guard shall not be required to pay any landing fees or service charges in connection with the exercise of the rights and privileges accorded it under this agreement.

10. District Administrator, Yap District, Trust Territory of the Pacific Islands, is authorized to act for Trust Territory in all matters relating to this agreement.

11. Commander, Marianas Section, U. S. Coast Guard, is authorized to act for Coast Guard in all matters relating to this agreement.

In witness hereof the parties have executed these presents by their duly authorized officers:

TRUST TERRITORY OF THE  
PACIFIC ISLANDS

By: /s/ JOHN M. SPIVEY  
for High Commissioner  
Trust Territory of the  
Pacific Islands  
Date: 1/27/64

UNITED STATES OF AMERICA  
Treasury Department, U. S. Coast Guard

By: /s/ C. C. KNAPP  
Commander, Fourteenth  
Coast Guard District  
Date: 15 OCT 1963

TT FORM 10  
REVISED 10-65

TRUST TERRITORY OF THE PACIFIC ISLANDS  
OFFICE OF THE HIGH COMMISSIONER

FROM <b>HICOMTERPACIS SAIPAN</b>	INFORMATION	CLASSIFICATION	ORIGINATOR <b>DPACHT:mpm 11/17/69</b>
TO <b>DISTAD YAP</b>		DATE TIME GROUP	CLEARANCES
			HC
			DHC

PRECEDENCE **R**

NOV 69 ORIG.....LMO  
INFO.....D/RD

ZCZC HSA30/18/NL  
ZNR  
R 182156Z NOV 69  
FM HICOMTERPACIS SAIPAN  
TO DISTAD YAP  
CRNC  
BT  
UNCLAS X PALS TO LAND MANAGEMENT X SUBJECT LAND SETTLEMENT  
AGREEMENTS AND REUR SERIAL LMY0304 AND SERIAL LMY0305 X IT IS  
SUGGESTED YOU PREPARE DRAFT LETTERS INDICATING THE DESIRE OF THE  
GOVERNMENT TO RENEW AGREEMENT X INCLUDE ALL REASONS WHY IT IS  
DESIRABLE X THIS INFORMATION IS BEST KNOWN AT THE DISTRICT LEVEL  
AS WELL AS CURRENT ADDRESSES X PLEASE FORWARD LETTERS TO HQLS  
IN DRAFT FORM WHEN FINISHED X HQLS  
BT

NNNN

File: Yap 0049  
Yap 0050  
Yap 0051

*also see 0049 & 0050*

TRUST TERRITORY OF THE PACIFIC ISLANDS  
YAP DISTRICT

LAND USE AGREEMENT

YAP AIRFIELD PARKING LOT AGREEMENT

THIS AGREEMENT, MADE THIS 22<sup>nd</sup> DAY OF JANUARY, 1963, BY AND BETWEEN THE GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS, HEREINAFTER CALLED THE "GOVERNMENT", REPRESENTED BY THE HIGH COMMISSIONER OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS, AND THE OWNERS OF CERTAIN LANDS LOCATED IN RULL MUNICIPALITY, YAP DISTRICT, TRUST TERRITORY OF THE PACIFIC ISLANDS OR THE HEIRS OR REPRESENTATIVES OF SAID OWNERS, HEREINAFTER CALLED THE "OWNERS",

WITNESSETH: THAT,

WHEREAS, THE OWNERS HAVE DESIGNATED CHIEF FIGIENS AND STEEN OF VILLAGE TO REPRESENT AND ACT FOR AND IN BEHALF OF SAID OWNERS IN CONNECTION WITH THIS AGREEMENT, SAID DESIGNATION BEING MARKED "A", ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE; AND

WHEREAS, THE OWNERS HAVE RIGHTS IN CERTAIN LANDS KNOWN AS YAP AIRFIELD, HEREINAFTER CALLED THE PREMISES, LOCATED IN RULL MUNICIPALITY, YAP DISTRICT, TRUST TERRITORY OF THE PACIFIC ISLANDS, AND MORE PARTICULARLY DESCRIBED HEREINBELOW; AND

WHEREAS, IT HAS BEEN MUTUALLY RECOGNIZED AS BENEFICIAL TO THE GOVERNMENT AND THE OWNERS OF THE YAP DISTRICT THAT THE GOVERNMENT USE THE PREMISES FOR A PERIOD;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS CONTAINED HEREIN, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. THE OWNERS, THEIR HEIRS OR ASSIGNS, HEREBY GIVE TO THE GOVERNMENT INDEFINITE USE RIGHTS IN AND TO THE PREMISES, INCLUDING THE RIGHT TO ALTER THE PREMISES, WITHOUT FURTHER COMPENSATION ON THE PART OF THE GOVERNMENT, SAID PREMISES AS DELINEATED ON YAP DISTRICT MAP SERIAL No. 148, REVISION No. B, DATED JANUARY 18, 1963, AS KEPT IN THE OFFICE OF THE CLERK OF COURTS, YAP DISTRICT, AND MAKE A PART HEREOF BY REFERENCE, AND FURTHER DESCRIBED AS FOLLOWS:

FROM U.S.G.S. SURVEY CONTROL MARKER ONE, 1960, LESS 55' N, LONG, 136' 04' 25" E, N 44-30-00 E 1414.00 FT., A CONCRETE MONUMENT AT THE NORTHERN CORNER OF AIRSTRIP, RULL MUNICIPALITY,

THENCE: N 22° 48' 41" W, 230 FT. TO CORNER 20

3. IT IS FURTHER EXPRESSLY AGREED THAT THE GOVERNMENT, ITS AGENTS AND OFFICERS SHALL HAVE RIGHT OF REASONABLE INGRESS AND EGRESS OVER THE PREMISES, LANDS OF THE SAID OWNERS TO AND FROM ALL PUBLIC ROADS AND HIGHWAYS OF THE PREMISES AND FOR THE PURPOSE OF EQUIPMENT TO AND OVER SAID LANDS, SAID RIGHT TO BE SUBSTANTIAL TO ALLOW FOR THE CONSTRUCTION AND OTHER HEAVY EQUIPMENT. THE RIGHT SHALL CONTINUE FOR AN INDEFINITE PERIOD OF TIME, SO LONG AS THE GOVERNMENT SHALL HAVE THE PREMISES.

4. IT IS ALSO EXPRESSLY AGREED THAT THE OWNERS WILL WAIVE AND HOLD HARMLESS FROM ALL CLAIMS, DEMANDS, SUITS, AND ACTIONS OF WHATEVER NATURE OR KIND ARISING DIRECTLY OR INDIRECTLY FROM THE GOVERNMENT'S USE AND OCCUPANCY OF THE PREMISES, OR FROM ANY RIGHT OF INGRESS AND EGRESS OR TURN-AROUND REQUESTED OR GRANTED HEREIN, PROVIDED, THAT THE SAME DO NOT ARISE FROM ANY ALLEGED ACT OF NEGLIGENCE BY THE GOVERNMENT, ITS AGENTS, SERVANTS OR EMPLOYEES.

5. IT IS EXPRESSLY AGREED FURTHER THAT NO PAYMENT IS TO BE MADE BY THE GOVERNMENT FOR DAMAGE TO OR REMOVAL OF CROPS, TREES OR PERSONAL PROPERTY UPON THE PREMISES GRANTED BY THIS AGREEMENT.

6. THE OWNERS, THEIR HEIRS AND ASSIGNS, HEREBY RELEASE THE GOVERNMENT FROM ALL CLAIMS WHICH HAVE ARISEN FROM THE USE OR OCCUPANCY OF THE PREMISES BY THE GOVERNMENT, ITS AGENTS OR ASSIGNS.

7. THE GOVERNMENT MAY ASSIGN THE INDEFINITE USE RIGHT TO THE PREMISES IN WHOLE OR IN PART TO AN AGENT OF THE UNITED STATES GOVERNMENT WITHOUT THE PRIOR CONSENT OF THE OWNERS.

8. THE GOVERNMENT AGREES THAT THE USE OR NEED OF THE PREMISES BY THE GOVERNMENT WILL BE REVIEWED WITHIN NOT MORE THAN FIVE (5) YEARS OF THIS DATE AND AT INTERVALS OF NOT MORE THAN FIVE (5) YEARS THEREAFTER AND THAT IN THE EVENT THAT A DETERMINATION IS MADE THAT THE GOVERNMENT WILL NO LONGER NEED THE PREMISES, THE USE OF THE PREMISES WILL RETURN TO THE OWNERS, THEIR HEIRS AND ASSIGNS.

9. IT IS FURTHER EXPRESSLY AGREED THAT A DETERMINATION THAT THE GOVERNMENT HAS NO FURTHER USE FOR THE PREMISES AND THE SUBSEQUENT REVERSION OF USE OF THE PREMISES TO THE OWNERS SHALL NOT CONSTITUTE A TRANSFER OR ASSIGNMENT OF ANY IMPROVEMENTS, BUILDINGS, PIPES OR CONDUIT LINES, ELECTRICAL LINES, FENCING, STORAGE TANKS, OR OTHER APPURTENANCES OR STRUCTURES, OR PERSONAL OR OTHER INTRODUCED PROPERTY, WHETHER OR NOT AFFIXED TO THE PREMISES, SITUATED ON THE PREMISES AT THE TIME OF SUCH DETERMINATION AND REVERSION, AND THE OWNERS HEREBY GRANT TO THE GOVERNMENT WHATEVER USE OF THE PREMISES AND WHATEVER RIGHT OF INGRESS AND EGRESS TO AND FROM THE PREMISES AFTER THE SAID DETERMINATION AND REVERSION SO FAR AS MAY BE REASONABLY NECESSARY TO REMOVE THE APPURTENANCES FROM THE PREMISES.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

GOVERNMENT OF THE TERRITORIES OF THE PACIFIC ISLANDS  
BY [Signature]  
DEPUTY TERRITORIAL GOVERNOR  
(PACIFIC ISLANDS)

OWNERS,

[Signature]  
WITNESS  
GARBYOK  
WITNESS

BY [Signature]  
WITNESS  
[Signature]  
WITNESS

I HEREBY CERTIFY THAT THE ABOVE SIGNATURES, ON THE ABOVE AGREEMENT, WERE FOUND BY ME TO BE THE TRUE OWNERS, OR PERSONS AUTHORIZED OR EMPLOYED TO SPEAK FOR THE TRUE OWNERS OF THE LAND DESCRIBED IN THE ABOVE AGREEMENT AND THAT THIS FINDING WAS MADE AFTER A DETAILED INVESTIGATION.

I HEREBY CERTIFY THAT THE ABOVE SIGNATURES, ON THE ABOVE AGREEMENT, WERE FOUND BY ME TO BE THE TRUE SIGNERS, OR PERSONS AUTHORIZED OR EMPOWERED TO SPEAK FOR THE TRUE OWNERS OF THE LAND DESCRIBED IN THE ABOVE AGREEMENT AND THAT THIS FINDING WAS MADE AFTER A CAREFUL INVESTIGATION.

I FURTHER CERTIFY THAT THE ABOVE AGREEMENT WAS CONCLUDED AS A RESULT OF FREE AND OPEN DISCUSSION BETWEEN THE PARTIES THEREBY AND REPRESENTS AN EQUITABLE AND PROPER DISPOSITION OF THE INTEREST IN THE PREMISES WHICH WAS ACQUIRED BY THE GOVERNMENT BY THE SAID AGREEMENT.

*Charles B. Hecker*  
LAND & CLAIMS ADMINISTRATOR  
TRUST TERRITORY OF THE  
PACIFIC ISLANDS

RECORDED AT 2100 A.M./P.M. THIS 15th DAY OF February 1968, IN VOLUME      PAGE     

*Lawrence B. ...*  
CLERK OF COURTS  
YAP DISTRICT

**DESIGNATION OF REPRESENTATIVE**

WE, THE UNDERSIGNED OWNERS, OR HEIRS OR REPRESENTATIVES OF OWNER  
OF YARIFAN LOCATED IN LAMAR VILLAGE, RULL MUNICIPALITY, YAP DISTRICT, TRUST  
TERRITORY OF THE PACIFIC ISLANDS, AS DESCRIBED IN DETERMINATION OF OWNERSHIP  
AND RELEASE, NUMBERED AS-3, AND FILED IN THE OFFICE OF THE CLERK OF COURTS,  
YAP DISTRICT, DO HEREBY DESIGNATE CHIEF FIGIRAG AND GILEE TO REPRESENT US AND  
TO ACT IN OUR NAME AND STEAD, IN THE EXECUTION OF THE AGREEMENT OF TRUST DATED  
BETWEEN US AND THE GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS,  
WHEREBY THE GOVERNMENT ACQUIRED USE RIGHTS IN AND TO OUR SAID LANDS FOR AN  
INDEFINITE PERIOD OF TIME, AND EMPower OUR ABOVE NAMED REPRESENTATIVES TO DO  
ALL THINGS IN THE PREMISES AS FULLY AS WE THE OWNERS, COULD DO IN PERSON, IN-  
CLUDING THE SIGNING OF AN AGREEMENT FOR US AND IN OUR BEHALF.

IN WITNESS WHEREOF, WE HAVE HERETO SUBSCRIBED OUR NAMES AT THE  
WESTERN CAROLINE ISLANDS, YAP DISTRICT, THIS 22 DAY OF JANUARY, 1968.

Figirag  
FIGIRAG

Gilee  
GILEE

FIGIR  
FIGIR

Chon  
CHON  
TIGHIMAN  
TIGHIMAN

YAGLAW HOUSEHOLD Figirag  
BY FIGIRAG, CHIEF

SILDUALTAN  
SILDUALTAN

TIN N PONS  
TERRIPONS

M. M. M. M.  
MORANOVER

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE ABOVE SIGNATURES WERE  
SUBSCRIBED IN OUR PRESENCE THIS 22 DAY OF JANUARY, 1968, AND THAT THE  
SIGNERS OF THE ABOVE SIGNATURES OR NAMES ARE PERSONALLY KNOWN TO US AND  
THAT WE SAY THEN AFFIX THE SAID SIGNATURES OR NAMES.

W. L. L.  
WITNESS  
G. B. R. K. / 04  
WITNESS

ACCEPTED:  
Figirag  
CHIEF FIGIRAG  
Gilee  
GILEE

October 25, 1969  
Serial 127024

To : Acting Chief, Lands and Surveys

From : District Land Management Officer, Yap  
Thru: District Administrator

Subject: Renewal of Yap High School, Yap Airfield, and Yap Airfield  
Parking Lot Subordinate Fee Right Agreements

Attached are copies of these agreements. Each agreement contains the clause "The Government agrees that the use or need of the premises by the Government will be reviewed within not more than five (5) years of this date and at intervals of not more than five (5) years thereafter...." The agreements were executed on May 2, 1962, September 20, 1962, and January 22, 1963 respectively and the Government has not sent a letter to the owners acknowledging a continuing need to use these lands.

Would you prepare a letter for the High Commissioner's signature indicating that the Government has a continuing need for the Yap High School for the 1967-1972 period. This property is scheduled to be used as the site for the Yap Islands "middle school" once the new Yap High School is completed.

Also have letters prepared indicating a continuing Government need for the Yap Airfield property during the 1966-1971 period and the Yap Airfield Parking lot property during the 1968-1973 period.

Please have the letters sent to the District Administrator, Yap, for translation and distribution to the owners.

I intend to set up a master list organized by dates showing all actions required by the Government under land contracts with private property owners. This list would contain the dates for renewals and dates for rent payments among other things. Hopefully, with such a list the Government will be able to comply with all terms of land contracts in Yap District.

J. Michael Millan

Attachment: Copy of High School Land Settlement Agreement  
Copy of Airfield Land Settlement Agreement  
Copy of Airfield Parking Lot Land Use Agreement

*Return to Hg*

TRUST TERRITORY OF THE PACIFIC ISLANDS  
YAP DISTRICT

LAND SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 20th day of September 1961, by and between the Government of the Trust Territory of the Pacific Islands, hereinafter called the "Government", represented by the High Commissioner of the Trust Territory of the Pacific Islands, and the Owners of certain lands located on Yap Western Caroline Islands, Yap District, as designated in Determinations of Ownership and Release, numbers AS-1 through AS-3, Yap District, or the heirs or representatives of said Owners, hereinafter called the "Owners",

WITNESSETH: That,

WHEREAS, the owners of the below described lands have designated Chief Giyal and Lubuthel of Lumech Village, Chieftess Gilippin of Frigaan Village, Chief Nigireg and Tedefingin of Lumar Village and Yinug Michig, Interpreter, to represent and act for and in behalf of said Owners in the execution of this Agreement, said designations being marked Exhibit "A", attached hereto and made a part hereof by reference; and

WHEREAS, the Owners have rights in certain lands, hereinafter called the premises, located on Yap Western Caroline Islands, Yap District, Trust Territory of the Pacific Islands, said lands being more particularly described in Determination of Ownership and Release, numbers AS-1 through AS-3, filed in the Office of the Clerk of Courts, Yap District, and

WHEREAS, it has been mutually recognized that the premises will be used by the Government for an indefinite period; and

WHEREAS, it has been mutually decided that the sum of ten thousand, five hundred and five dollars and twenty-three cents (\$10,505.23), currency of the United States of America, will be an adequate and just compensation for such indefinite future use;

NOW, THEREFORE, in consideration of the said sum, the sufficiency of which is hereby acknowledged, the parties do mutually agree as follows:

1. The Government hereby agrees to pay to the Owners ten thousand, five hundred and five dollars and twenty-three cents (\$10,505.23), said sum to be paid in the following manner:

One thousand dollars (\$1,000.00), the receipt of which is hereby acknowledged, upon the date of execution of this instrument;

The balance of the purchase price to be evidenced by two (2) negotiable, promissory notes, payable in the amounts and manner following:

One note of one thousand dollars (\$1,000.00), due and payable one year from the date of execution of this agreement, bearing interest at the rate of one per cent (1%) per annum.

*10.00 interest*

One note of eight thousand, five hundred and five dollars and twenty-three cents (\$8,505.23), due and payable two years from the date of execution of this agreement, bearing interest at the rate of one per cent (1%) per annum.

*\$ 170.00 interest*

all such sums or notes to be paid or to be made payable to the representatives set forth in Exhibit "A," attached hereto, or their duly authorized successors, for distribution among the Owners as the Owners' interests may appear by agreement among them.

2. The Owners, their heirs or assigns, hereby give to the Government permanent use rights in and to the premises, including the right to alter the premises, without further compensation on the part of the Government, said premises delineated on the attached Trust Territory Map TT-3 1st revision, marked Exhibit "B," and made a part hereof by reference.

3. It is also expressly agreed that the Owners, their heirs or assigns, shall have the right of reasonable ingress and egress to and from taro pits to the Northwest, North and Northeast of said premises for an indefinite period of time to continue so long as the Government has use for said land and, in addition, the Owners will save the Government harmless from all claims, demands, suits, and actions of whatever kind or nature arising directly or indirectly from such use, occupancy or right of ingress or egress; provided, the same do not arise from any alleged act of negligence by the Government its agents, servants, or employees.

4. It is further understood and agreed that the Owners may continue to cultivate and harvest taro or other crops in gardens, in existence at the date of execution of this agreement, in the premises within four hundred (400) feet of the Northeast boundary of the land, said area shaded in yellow on Exhibit "B," attached hereto; provided, however, that the Government may at any time use portions of the said area not in gardens at the date of execution of this instrument, for equipment turn-around, grading or filling; and provided, further, if the Government, in the exercise of its sole discretion and judgment shall deem it necessary to exclude the Owners or any of them from the said area or any portion thereof, the Owners will vacate the said area or portion thereof, removing all taro or other crops within ninety (90) days of service of written notice to vacate upon the Chief of the Village in which the land lies, and the Owners hereby appoint the said Chief agent for the purpose of receiving such service.

5. It is expressly agreed further that no payment is to be made by the Government for damage to or removal of taro or any other crops, valuable trees, houses or personal property upon the premises granted by this agreement.

6. The Owners, their heirs and assigns, hereby release the Government from all claims which may arise from the use or occupation of the premises by the Government, its agencies or assigns.

7. The Government may assign the permanent use right to the premises in whole or in part to an agency of the United States Government without the prior consent of the Owners.

8. It is further expressly agreed that the Government or its assigns, shall have the right of reasonable ingress and egress over the land or lands of the Owners to and from all public roads in the vicinity of the premises, said right to be sufficient to allow passage of construction and other heavy equipment. The right hereby granted shall continue for an indefinite period of time, so long as the Government has use for said land and, in addition, the Owners hereby release the Government and agree to save it harmless from all claims, demands, suits, and actions of whatever kind or nature arising directly or indirectly from such right of ingress or egress; provided, the same do not arise from any alleged act of negligence by the Government, its agents, servants or employees.

9. The Government agrees that the use or need of said land by the Government will be reviewed within not more than five (5) years of this date and at intervals of not more than five (5) years thereafter, and that in the event a determination is made that the Government will no longer need the premises, the Use of the premises will revert to the Owners, their heirs and assigns,

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

GOVERNMENT OF THE TRUST TERRITORY  
OF THE PACIFIC ISLANDS

By M. H. Goody  
High Commissioner  
Trust Territory of the Pacific  
Islands

Owners,

Roy T. Gallimore  
Witness

By: GIYAL  
Giyal, representative,  
Luwech Village

A. J. Robinson  
Witness

LOBUREL  
Luburel, representative,  
Luwech Village

GILIPIN  
Gillippen, representative,  
Figiraan Village

Gilee  
Gilee, representative  
Figiraan Village

Figiraag  
Figiraag, representative,  
Lamar Village

Tadefingen  
Tadefingen, representative,  
Lamar Village

I hereby certify that the above mentioned signatories, or the

Owners they represent, were, by Determinations of Ownership and Release, numbers, AS-1 through AS-3, Yap District, found to have rights in the premises. Said Determinations being filed in the Office of the Clerk of Courts, Yap District.

I further certify that the sum first mentioned above was arrived at through open and free negotiation between the parties hereto and represents an equitable and just figure for the interest in the premises which was acquired by the Government by this instrument,

Charles B. Hughes  
Charles B. Hughes  
Acting District Land Title Officer

Recorded this <sup>5th</sup> 25 day of September, 1961, in volume 5-1, page 2.  
9:30 A.M.

KDC  
Clerk of Courts, Yap District

DESIGNATION OF REPRESENTATIVES

We, the undersigned Owners, or heirs or representatives of Owners of certain lands located in Luwech Village, Yap Western Caroline Islands, Yap District, Trust Territory of the Pacific Islands, as described in Determination of Ownership and Release, numbered AS-1, and filed in the Office of the Clerk of Courts, Yap District, do hereby designate LUBUTHEL and CHIEF GIYAL to represent us and to act in our name and stead, in the execution of the agreement of this date between us and the Government of the Trust Territory of the Pacific Islands, whereby the Government acquires use rights in and to our said lands for an indefinite period of time, and empower our above named representatives to do all things in the premises as fully as we, Owners, could do in person, including the signing of and agreement for us and in our behalf, and in our absence to receive payment therefor.

IN WITNESS WHEREOF, we have hereunto subscribed our names at Yap Western Caroline Islands, Yap District, this 11th day of September, 1961.

Figirag  
Figirag

Lanou  
Lanou

Laboy  
Laboy

DUGUEN  
Duguen

X  
Lubuthel

Layafah  
Layafah

Defingmed  
Defingmed

Yanfog  
Yanfog

Lindy  
Lindy

Maathag  
Maathag

Loochaz  
Loochaz

Falanig  
Falanig

Gilee  
Gilee

GIYAL  
Giyal

X  
Yirmed

FIGIR  
Figir

Moodad  
Moodad

CHALISTINAN  
Chalistanan

Council, Lunenburg Village  
By: GIVAL  
Gival, Clerk

We, the undersigned, hereby certify that the above signatures were subscribed in our presence this 11th day of September, 1961, and that the subscribers of the above signatures or marks are personally known to us and that we saw them affix the said signatures or marks.

Jim Vickig  
Witness

Frank DeGroot  
Witness

DESIGNATION OF REPRESENTATIVES

We, the undersigned Owners, or heirs or representatives of Owners of Fanfan located in Lamar Village, Yap Western Caroline Islands, Yap District, Trust Territory of the Pacific Islands, as described in Determination of Ownership and Release, numbered AS-3, and filed in the Office of the Clerk of Courts, Yap District, do hereby designate TADEFINGIN and CHIEF FIGIRAG to represent us and to act in our name and stead, in the execution of the agreement of this date between us and the Government of the Trust Territory of the Pacific Islands, whereby the Government acquires use rights in and to our said lands for an indefinite period of time, and empower our above named representatives to do all things in the premises as fully as we, Owners, could do in person, including the signing of and agreement for us and in our behalf, and in our absence to receive payment therefor.

IN WITNESS WHEREOF, We have hereunto subscribed our name at Yap Western Caroline Islands, Yap District, this 11th day of September, 1961.

*Figirag* Figirag  
Tadefingin

4122 Gilee  
**FIGIR**  
Figir

FALEZOL  
Falathal

Chon  
*Chon*  
Chon

Taglan Caste *Figirag*  
By: Figirag, Chief  
+  
Tadefingin  
*Gilhuady*  
Gilhuady  
TIN NI PONG  
Tennipong  
M. Morangue  
Morangue

We, the undersigned, hereby certify that the above signatures were subscribed in our presence this 11th day of September, 1961, and that the subscribers of the above signatures or marks are personally known to us and that we saw them affix the said signatures or marks.

*Figirag*  
Witness  
*Chon*  
Witness

DESIGNATION OF REPRESENTATIVES

We, the undersigned Owners, or heirs or representatives of Owners of certain lands located in Frigean Village, Yap Western Caroline Islands, Yap District, Trust Territory of the Pacific Islands, as described in Determination of Ownership and Release, numbered AS-2, and filed in the Office of the Clerk of Courts, Yap District, do hereby designate CHIEFTESS and GILEE and OVERLORD GILIPIN to represent us and to act in our name and stead, in the execution of the agreement of this date between us and the Government of the Trust Territory of the Pacific Islands, whereby the Government acquires use rights in and to our said lands for an indefinite period of time, and empower our above named representative to do all things in the premises as fully as we, Owners, could do in person, including the signing of and agreement for us and in our behalf, and in our absence to receive payment therefor.

IN WITNESS WHEREOF, we have hereunto subscribed our name at Yap Western Caroline Islands, Yap District, this 11th day of September, 1961.

Remith Caste

By: \_\_\_\_\_  
Gilipin, Chieftess

\_\_\_\_\_  
Gilea, Member

\_\_\_\_\_  
Pinifen, Member

GILIPIN  
Gilippin

GILEE  
Gilee

P. I. F. B. H.  
Pinifen

We, the undersigned, hereby certify that the above signatures were subscribed in our presence this 11th day of September, 1961, and that the subscribers of the above signatures or marks are personally known to us and that we saw them affix the said signatures or marks.

Pinif  
Witness  
Pinif  
Witness

CONFIRMATION AND RATIFICATION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned residents of Lamar, Frigaan and Luwech Villages located on Yap Western Caroline Islands, Yap District, Trust Territory of the Pacific Islands, do hereby accept our appointment to act for and in stead to do all things necessary in the conveyance of indefinite use rights in and to said lands, to execute, in our name, the Agreement between us and the Trust Territory of the Pacific Islands whereby the Trust Territory of the Pacific Islands will acquire use rights in and to our lands for an indefinite period of time, and to act as representatives in the execution of said Agreement, including the receipt of payment due to us therefor.

LAMAR VILLAGE, represented by:

Figira  
Figira  
Tadefngin

FRIGAAN VILLAGE, represented by:

GILIPIN  
Gilippin  
Gilee  
Gilee

LUWECH VILLAGE, represented by:

giyal  
Giyal  
LUBUZEL  
Lubuthel

Yap District

Trust Territory of the Pacific Islands)

SS.

Before me, Clerk of Courts, Yap District, Trust Territory of the Pacific Islands, personally appeared the above named Figira, Tadefngin, Gilippin, Gilee, Giyal and Lubuzel, who acknowledge that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereto signed my name and caused the seal of my office to be affixed this 19th day of September, 1961.

W. D. C.  
William D. Palmer, Clerk of Courts,  
Yap District, Trust Territory of the  
Pacific Islands

In the presence of:

J. A. Robinson  
Charles B. Hughes

RECEIPT

*September 25*, 1961

Received of the Trust Territory of the Pacific Islands

Eighty-Four and 80/100 Dollars (\$84.80) in cash;

One Note due twelve months after date for Eighty-Four  
and 80/100 Dollars (\$84.80);

One Note due twenty-four months after date for Five Hundred  
Sixty-Eight and 12/100 Dollars (\$568.12);

each Note bearing 1% annually payable interest,

For the property owners of Frigaan Village, as their duly appointed  
agents and representatives, in payment for land contained in the  
Yap Airport Land Settlement Agreement of September 20, 1961.

*Gilipin*

Chieftess Gilippin

*Gileo*

Gileo

*Return to HQ*

RECEIPT

*September 25, 1961*

Received of the Trust Territory of the Pacific Islands

Three Hundred Forty-One and 21/100 Dollars (\$341.21)  
in cash;

One Note due twelve months after date for Three Hundred  
Forty-One and 21/100 Dollars (\$341.21);

One Note due twenty-four months after date for Four  
Thousand Four Hundred Thirty-Five and 74/100 Dollars  
(\$4,435.74),

each Note bearing 1% annually payable interest,

For the property owners of Luwech Village, as their duly appointed  
agents and representatives, in payment for land contained in the  
Yap Airport Land Settlement Agreement of September 20, 1961.

*Giyal*  
Chief Giyal

*LUBU J-F*  
Lubuthel

RECEIPT

*Sept 25*, 1961

Received of the Trust Territory of the Pacific Islands

Five Hundred Seventy-Three and 99/100 Dollars (\$573.99)  
in cash;

One Note due twelve months after date for Five Hundred  
Seventy-Three and 99/100 Dollars (\$573.99);

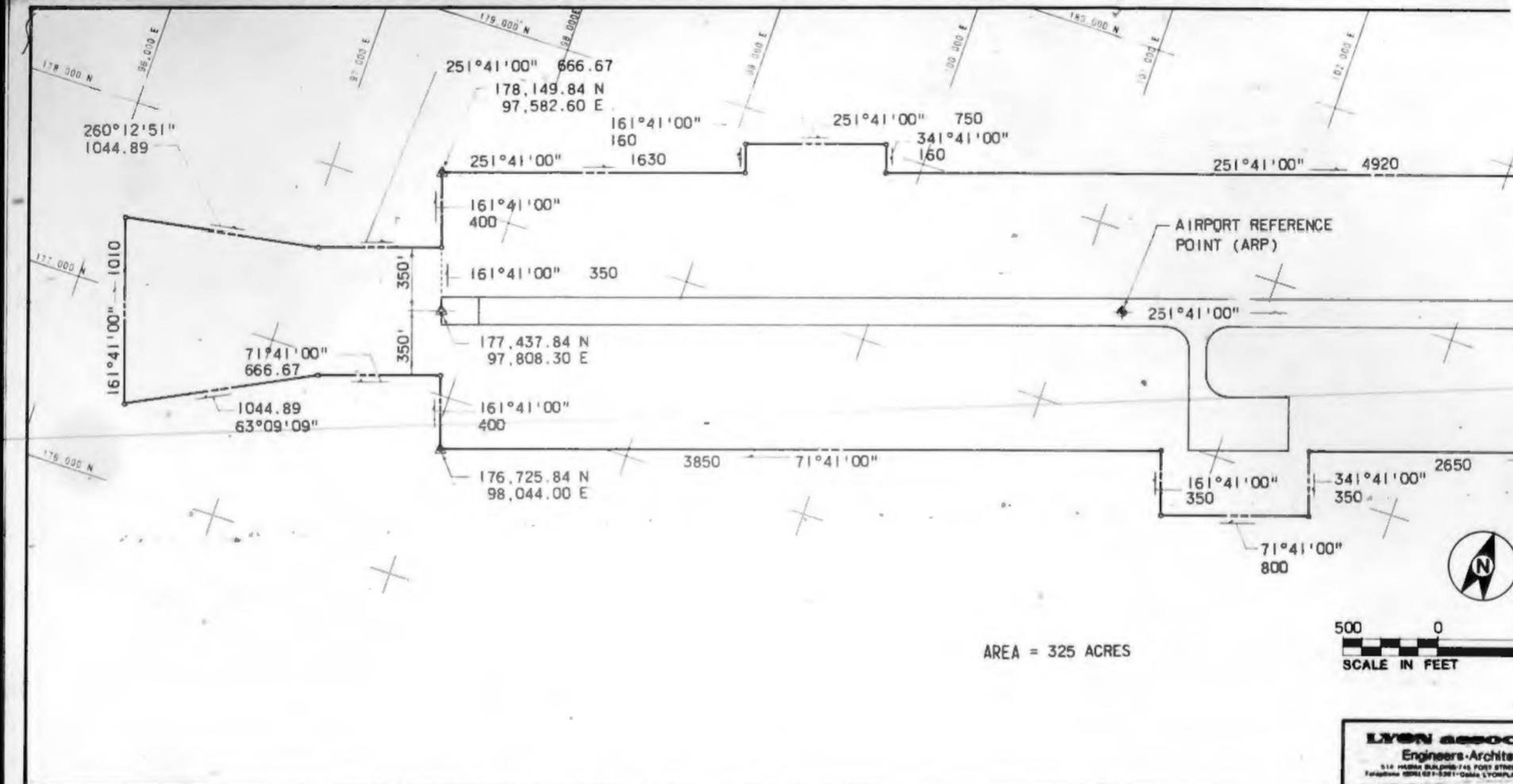
One Note due twenty-four months after date for Three  
Thousand Five Hundred One and 37/100 Dollars (\$3,501.37);

each Note bearing 1% annually payable interest,

For the property owners of Lema Village, as their duly appointed  
agents and representatives, in payment for land contained in the  
Yap Airport Land Settlement Agreement of September 20, 1961.

*Firirag*  
\_\_\_\_\_  
Firirag

*Tadefingen*  
\_\_\_\_\_  
Tadefingen



YAP DISTRICT RELOCATION PLAN

FCR

PROPOSED AIRPORT CONSTRUCTION

AUGUST, 1976

Office of the District Administrator  
Yap, Western Caroline Islands  
Trust Territory of the Pacific Islands

YAP DISTRICT RELOCATION PLAN

NAME OF PROJECT: Yap District Airport Construction

APPLICANT: Yap District, Trust Territory of the Pacific Islands

INTRODUCTION: Pursuant to the provisions of the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 and Public Law 6-71, the Yap District hereby certifies that, as an applicant for assistance from the Federal Aviation Administration, that the above identified project will result in the displacement of one or more persons. In accordance with guidelines established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Public Law 6-71, the following relocation plan is submitted.

ADMINISTRATION: Relocation activities will be administered by the District Administration Office of the Yap District. Advisory inputs will be provided for the administration of the relocation plan by the appropriate planning commission and the District Housing Authority.

Support staff which will directly be responsible for the implementation of the relocation plan include the following:

1. District Administrator
2. Assistant District Administrator
3. District Budget Officer
4. District Attorney
5. District Planning Officer

The administration of the relocation plan will be structured so as to assure that relocation assistance and payment are provided for in accordance with Federal and Territorial laws, policies, standards and regulations. All relocation activities will be the responsibility of the District Administrator.

RELOCATION STANDARDS:

Physical and Occupancy Standards - The relocation assistance program will be structured to assure the availability of comparable, decent, safe and sanitary housing adequate to meet the needs of the displaced. The provided housing will be adequate to meet local and traditional standards of decent, safe, and sanitary housing and will be required to meet or exceed all local codes. The proposed housing will meet the requirements of the Yap District Housing Authority. The Yap Housing Authority property standards are attached as Attachment I.

Ability-to-pay Standard - No displaced individual or family will be provided with replacement housing which exceeds their ability-to-pay. The cost of living component to be utilized in determining rent or sales price ratio to income are under assessment and will be developed in the final plan. The Housing to be provided will be similar in design and cost to the Yap Housing Authority's Remote Housing design. Since all replacement housing will be replacing financial encumbered housing, there will be no anticipated cost to the relocated families.

Environmental Standard - A comparable dwelling unit will be as to not be subjected to unreasonable adverse environmental conditions, either nature

or manmade. The District Planning Office will be responsible for site selection, design and placement.

Equal Opportunity Standard - This section does not apply.

RELOCATION ASSISTANCE: There are no available relocation accommodations which meet the needs of the relocated. The administrative agent will be responsible for assisting individuals to meet the relocation needs. Projects funds will be utilized to construct the needed units to accommodate the related.

Upon the satisfactory funding of the airport development project, the government will contract for the construction for the needed dwelling units.

All claims for the relocation payments will be submitted to the administrative agency and all grievances will be administered in accordance with procedures outlined in Public Law 6-71 (attached for reference as Attachment II). There will be no relocation of businesses.

PROJECT RELOCATION PLAN: The proposed airport realignment project will displace a maximum of two households which are of the same family. The number of individuals affected is approximately twenty-five.

The characteristics of the displaced family are enumerated in the attached appendix. However, in summary they are as follows:

1. Minority Status - not applicable
2. Family Status - 2, 3, 4, 4, 6 and 6
3. Age Status - 5 non elderly and 1 elderly
4. Income Status - 5 \$1000 or less and 1 making more

The attached survey of Housing Conditions, Housing Assistance Needs and Housing Goals reflect the volume of competing demands for standard housing and the availability of committed housing resources. A local rent program will not be required for this project. In as much as the housing will be completed prior to the initiation of the proposed airport temporary housing and moves will not be required.

Number of Relocations:

- |  |   |
|--|---|
| a. Number of families that will be relocated | 6 |
| b. Number of business that will be relocated | 0 |
| c. Number of farms that will be relocated    | 0 |

Relocation Costs:

- |   |                  |
|---|------------------|
| a. Estimated cost of relocating families                              | \$3000.00        |
| b. Estimated cost of relocating farms                                 | Not Applicable   |
| c. Estimated cost of relocating businesses                            | Not Applicable   |
| d. Estimated cost of providing relocation assistance advisory service | To be determined |

APPENDIX 1A. GUIDELINE ASSURANCE WITH RESPECT TO RELOCATION REQUIREMENTS OF TITLE II OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

The Yap District, T.T.P.I. (Applicant herein) hereby assures that it has authority under applicable State and local law to comply with Section 210 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-606, 91st Cong. S.1, 98 STAT. 1895 (1971), and certifies, under penalty of perjury, that, notwithstanding any other provision not fully in compliance with the application, contract, or agreement, it complies with the following: Proposed Yap District Airport

1. Fair and reasonable relocation assistance and payments shall be provided to persons and organizations and Sections 202, 203, and 204 of the Act and applicable HUD regulations, to or for individuals, partnerships, corporations or associations displaced as a result of the project;
2. Relocation assistance programs offering the services described in Section 205 of the Act shall be provided to such displaced families, individuals, partnerships, corporations or associations in the manner provided under applicable HUD regulations;
3. Within a reasonable time prior to displacement, decent, safe, and sanitary replacement dwellings will be available to such displaced families and individuals in accordance with Section 205(a)(3) of the Act;
4. Affected persons will be adequately informed of the benefits, policies, and procedures provided for under HUD regulations;
5. The relocation process will be carried out in such a manner as to provide displaced persons with uniform and consistent services, and replacement housing will be available in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
6. The costs to the Applicant of providing payments and assistance hereunder shall be borne in accordance with Section 211 of the Act, and;
7. The Applicant will execute such instruments as applicable contracts and agreements and comply, furnish, and be bound by such additional documents to the Secretary of Housing and Urban Development as shall determine necessary to effectuate or implement the provisions provided herein.

This document is hereby made a part of and incorporated in the contract or agreement, or any amendments or amendments thereto, relating to the stated undertaking, and shall be deemed to be incorporated into the provisions therein to the extent that such provisions conflict with the assurances or agreements provided herein.

By Yap District, T.T.P.I.  
(Legal Name of Applicant)

\_\_\_\_\_  
(Date)

By \_\_\_\_\_  
(Signature)  
District Administrator  
(Title)

WITNESSETH:  
The undersigned chief legal counsel for the Applicant hereby certifies that the Applicant has authority under State and local law to comply with Section 210 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act and that the foregoing assurances and agreements have been legally and duly entered into by the Applicant.

\_\_\_\_\_  
(Attorney)

RELOCATION HANDBOOK

1971.1

CHAPTER 3 AIRPORTS

APPENDIX 16. GUIDELINES ASSURANCE WITH RESPECT TO COMPLIANCE WITH REAL PROPERTY ACQUISITION REQUIREMENTS OF TITLE III OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

The Yap District, I.T.P.I. (Applicant herein) hereby assures that it has authority under applicable State and local law to comply with Section 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-606, 91st Cong., S.1, 86 Stat. 5378 (1972), and Executive Order 11651, 36 FR 12611, 12612, which require compliance with the provisions set forth in any application, contract, or agreement entered into by the applicant in connection with the proposed Yap District Airport.

1. In acquiring real property in accordance with the project, the Applicant will, to the greatest extent practicable under State law, or the real property acquisition contract set out under Section 301 of the Act and the provisions of Section 302 thereof:
2. Property owners will be paid or reimbursed for necessary expenses as specified in Sections 303 and 304 of the Act;
3. Affected persons will be adequately informed of the benefits, policies, and procedures provided for under HUD regulations;
4. The costs to the Applicant of providing payments not contained hereunder shall be borne in accordance with Section 211 of the Act; and
5. The Applicant will execute such instruments to apply title contracts and agreements and execute, furnish, and be bound by such additional documents as the Secretary of Housing and Urban Development shall determine necessary to effectively or implement the assurances provided herein.

This document is hereby made part of and incorporated in any contract or agreement, or any application and instruments thereto, relating to the above identified application and shall be deemed to supersede any provisions therein to the extent that such provisions conflict with the assurances or agreements provided herein.

Yap District, I.T.P.I.

(Legal Name of Applicant)

(Date)

by

(Signature)

District Administrator

(Title)

ATTORNEY

The undersigned chief legal counsel for the Applicant hereby certifies that the Applicant has authority under State and local law to comply with Section 305 of the Uniform Relocation Act and that the foregoing assurances and agreements have been fully and duly given and made by the Applicant.

(Attorney)





APPENDIX 3. GUIDEFORM: ESTIMATED CONCURRENT DISPLACEMENT

ESTIMATED CONCURRENT DISPLACEMENT		LOCALITY								
DISPLACEMENT PERIOD: month		Yap District								
From (month/year) to (month/year)		LOCAL AGENT								
		District Administrator								
		COUNTY, BLDG. AND OFFICE								
		Troparoad, Yap District, A1								
A. ESTIMATED DISPLACEMENT (Number of Facilities and Individuals)										
Type of Governmental Action	KMMX, Conduority	Race						Total		
		Chinese	Indian	Japanese	Malay	Other	Other			
Unassisted Projects										
Police Force										
Enforcement										
Highway										
Construction										
Other (Identify FAA)	6						6			
Total	6						6			
B. ESTIMATED HOUSING NEEDS (Number of Facilities and Individuals)										
Instructions: To the extent that information is available, indicate the estimated housing needs of facilities and individuals covered in Block A.										
Income Range	Facility	Facility						Individuals		
		0	1	2	3	4	5 or more	Total	Home-keeping	Not Home-keeping
Low Income	Facility			1	5			6		
Mid-range Income	Facility									
High-range Income	Facility									
Other	Facility									
Total	Facility									

APPENDIX 4. GUIDELINES: HOUSING RESOURCES TO BE AVAILABLE PRIOR TO DEPLOYMENT OF FAMILIES AND INDIVIDUALS

NAME OF HOUSING RESOURCE	LOCATION OF RESOURCES		PROPERTY		PROPERTY TYPE AND ADDRESS	PROPOSED YEP DIST. AIRPORT
	From (month/year)	To (month/year)	1. District	2. Sub-district		
1. District						
2. Sub-district						
3. Sector						
4. Block						
5. Street						
6. Building						
7. Type of housing						
8. Number of units						
9. Number of bedrooms						
10. Number of bathrooms						
11. Number of parking spaces						
12. Number of storage spaces						
13. Number of utility spaces						
14. Number of other spaces						
15. Other information						
16. Remarks						
17. Date of last visit to Survey						
18. Date of last visit to Subsector						
19. Date of last visit to District						
20. Date of last visit to Sub-district						
21. Date of last visit to Sector						
22. Date of last visit to Block						
23. Date of last visit to Street						
24. Date of last visit to Building						
25. Date of last visit to Type of housing						
26. Date of last visit to Number of units						
27. Date of last visit to Number of bedrooms						
28. Date of last visit to Number of bathrooms						
29. Date of last visit to Number of parking spaces						
30. Date of last visit to Number of storage spaces						
31. Date of last visit to Number of utility spaces						
32. Date of last visit to Number of other spaces						
33. Date of last visit to Other information						
34. Date of last visit to Remarks						
35. Date of last visit to Date of last visit to Survey						
36. Date of last visit to Date of last visit to Subsector						
37. Date of last visit to Date of last visit to District						
38. Date of last visit to Date of last visit to Sub-district						
39. Date of last visit to Date of last visit to Sector						
40. Date of last visit to Date of last visit to Block						
41. Date of last visit to Date of last visit to Street						
42. Date of last visit to Date of last visit to Building						
43. Date of last visit to Date of last visit to Type of housing						
44. Date of last visit to Date of last visit to Number of units						
45. Date of last visit to Date of last visit to Number of bedrooms						
46. Date of last visit to Date of last visit to Number of bathrooms						
47. Date of last visit to Date of last visit to Number of parking spaces						
48. Date of last visit to Date of last visit to Number of storage spaces						
49. Date of last visit to Date of last visit to Number of utility spaces						
50. Date of last visit to Date of last visit to Number of other spaces						
51. Date of last visit to Date of last visit to Other information						
52. Date of last visit to Date of last visit to Remarks						
53. Date of last visit to Date of last visit to Date of last visit to Survey						
54. Date of last visit to Date of last visit to Date of last visit to Subsector						
55. Date of last visit to Date of last visit to Date of last visit to District						
56. Date of last visit to Date of last visit to Date of last visit to Sub-district						
57. Date of last visit to Date of last visit to Date of last visit to Sector						
58. Date of last visit to Date of last visit to Date of last visit to Block						
59. Date of last visit to Date of last visit to Date of last visit to Street						
60. Date of last visit to Date of last visit to Date of last visit to Building						
61. Date of last visit to Date of last visit to Date of last visit to Type of housing						
62. Date of last visit to Date of last visit to Date of last visit to Number of units						
63. Date of last visit to Date of last visit to Date of last visit to Number of bedrooms						
64. Date of last visit to Date of last visit to Date of last visit to Number of bathrooms						
65. Date of last visit to Date of last visit to Date of last visit to Number of parking spaces						
66. Date of last visit to Date of last visit to Date of last visit to Number of storage spaces						
67. Date of last visit to Date of last visit to Date of last visit to Number of utility spaces						
68. Date of last visit to Date of last visit to Date of last visit to Number of other spaces						
69. Date of last visit to Date of last visit to Date of last visit to Other information						
70. Date of last visit to Date of last visit to Date of last visit to Remarks						

Form continued on next page



APPENDIX 5. GUIDELINES: COMMITMENTS FOR LOW- AND MODERATE-INCOME REPLACEMENT HOUSING

SPONSOR, PROGRAM, AND LOCATION		DISPLACEMENT PERIOD: _____ months		LOCALITY: Yap District		LOCAL AGENCY: District Administrator							
		From _____ [month/year]	To _____ [month/year]	PROJECT NAME AND NUMBER: Proposed Yap Dist. Airport		In each cell, number of units Number of _____							
		Fund Commitment	Start of Contr. or Rehab.	Completion	Type	0	1	2	3	4	5	6	
Yap District Housing Authority, Remote Housing Project			ASAP	ASAP	Low-income Rehabs								
					Other				1	5			
					Moderate-income Rehabs								
					Other								
					Low-income Rehabs								
					Other								
					Moderate-income Rehabs								
					Other								
					Low-income Rehabs								
					Other								
					Moderate-income Rehabs								
					Other								

If additional blocks are necessary, use additional sheets.  
If in this column, enter number of units completed by month.

APPENDIX 6. GUIDEFORM: ESTIMATE OF NONRESIDENTIAL DISPLACEMENT (BUSINESS CONCERNS, NONPROFIT ORGANIZATIONS, AND FARM OPERATIONS)

ESTIMATE OF NONRESIDENTIAL DISPLACEMENT (BUSINESS CONCERNS, NONPROFIT ORGANIZATIONS, AND FARM OPERATIONS)	DISPLACEMENT PERIOD: _____ months		LOCALITY						
	From _____	To _____	LOCAL AGENCY	PROJECT NAME AND NUMBER					
Enter to be displaced, by minority-group category 1/	Total, Displaced		Business	Nonprofit	Farm	Other	Total		
	02/	03/	04	05	06	07	08	09	
White (nonminority)			Not Applicable						
Negro/Black			Not Applicable						
American Indian									
Spanish American									
Oriental									
Other									
TOTAL									
Enter to be displaced by concurrent public activities in locality during displacement period									

1/ Enter statement describing basis for estimating displacement, category of the concern, nonprofit organization, or farm, including, where appropriate, description of any problems that will be addressed with respect to concerns (and others) that employ significant numbers of minority-group persons.

02/ Concern  
03/ Concern  
04/ Concern



3371.1  
 CHANGE 3 1/11/51

APPENDIX B. GUIDEPAGE: ESTIMATE OF RELOCATION COSTS AND SETTLEMENT COSTS

ESTIMATE OF RELOCATION COSTS AND SETTLEMENT COSTS	ALLOCATION PERIOD: _____ months	LOCALITY: <u>Yap District</u>
	FROM _____ (month/year) TO _____ (month/year)	LOCAL AGENCY: <u>District Administrator</u> PROJECT NAME AND NUMBER: <u>Proposed Yap District Airport</u>

**A. PAYMENTS BY FEDERAL AND LOCAL GOVERNMENTS**

Type of Payment	FEDERAL		LOCALITY	
	Mo.	Amount	Mo.	Amount
<b>Building Expenses</b>				
1. Actual Building Expenses	6	3000		6 3000
2. Fixed Payment and Dislocation Allowance	6	3000		6 3000
3. Total				
<b>Replacement Building Elements (Equipment)</b>				
4. Off-peak/line element	6	72,000		6 72,000
5. In-peak element				
6. Total	6	72,000		6 72,000
<b>Travel and Corridor Expenses</b>				
7. Travel				
8. Corridor				
9. Total				
<b>10. Total (Sum of Lines 1, 2, and 3)</b>	6	75,000		6 75,000

**B. PAYMENTS TO FEDERAL CONTRACTORS, PROPERTY OWNERS, AND OTHERS**

Type of Payment	FEDERAL		LOCALITY	
	Mo.	Amount	Mo.	Amount
<b>Building Expenses</b>				
1. Actual Building Expenses		Not Applicable		
2. Fixed Payment and Dislocation Allowance				
3. Total				
<b>4. Payments in lieu of Building and related Expenses</b>				
<b>5. Total (Sum of Lines 1 and 3)</b>				
<b>6. Total estimate of relocation payments to individuals, families, business concerns, nonprofit organizations, and firms. (Sum of Lines 10 and 5) (Line 11)</b>				75,000.00

**D. Acquisition Costs.** Estimate of all relocation costs, other than the payments enumerated above, to be included in computing the amount of the Federal grant, contribution or loan for the project.

**E. Estimate of total settlement costs to be paid to owners whose real property will be acquired for the project.** (Place amount "Total Acquisition Costs" or "Relocation Payments," and any acquisition costs subject to Federal advance under P.L. 81-502.)

I. Street Home Purchase Standards apply to the living unit dwellings and all other structures or projects financed wholly or partially by bond funds from the San District Housing Authority. They apply also to all existing structures to which proposed additions or alterations are to be made with the aid of bond funds from the Authority.

II. Standard Plans. The standard plans for the construction of all structures to be financed by bond funds from the Authority shall be those approved by the Authority. The Authority may, however, approve other plans for structures to be financed by bond funds from the Authority.

III. Minimums Design. Paragraph of Specification Methods. Although residential plans and specifications provided by the Authority, these minimum standards shall be applied to all structures. The Authority may, however, approve other plans for structures to be financed by bond funds from the Authority. The Authority may also approve other plans for structures to be financed by bond funds from the Authority.

IV. The Authority may, however, approve other plans for structures to be financed by bond funds from the Authority. The Authority may also approve other plans for structures to be financed by bond funds from the Authority.

V. The Authority may, however, approve other plans for structures to be financed by bond funds from the Authority. The Authority may also approve other plans for structures to be financed by bond funds from the Authority.

VI. The Authority may, however, approve other plans for structures to be financed by bond funds from the Authority. The Authority may also approve other plans for structures to be financed by bond funds from the Authority.

VII. The Authority may, however, approve other plans for structures to be financed by bond funds from the Authority. The Authority may also approve other plans for structures to be financed by bond funds from the Authority.

VIII. The Authority may, however, approve other plans for structures to be financed by bond funds from the Authority. The Authority may also approve other plans for structures to be financed by bond funds from the Authority.

IX. The Authority may, however, approve other plans for structures to be financed by bond funds from the Authority. The Authority may also approve other plans for structures to be financed by bond funds from the Authority.

- e. Location and description of water, gas and other services and requirements if any
- f. Location of electrical, water, or sewage service if any
- g. Location of individual water supply system and sewage

2. Floor Plan

- a. Section of floor plan showing
- b. Floor level, including any steps
- c. Direction, alignment and spacing of all floor and ceiling framing members, girders, columns or piers
- d. Location of all plumbing fixtures
- e. Location of all mechanical equipment, including switches, valves, etc.

3. Exterior Elevation

- a. Scale 1/8" = 1'-0"
- b. Front, rear and all sides elevations
- c. Window and door sizes
- d. Depth of porches, terraces, balconies or eaves
- e. Siding and trim
- f. Other exterior features

4. Section of Building

- a. Section through building showing all details of structure and foundation to highest point of roof
- b. Other sections showing all exterior elevations

5. Water Supply and Sewage Disposal System

- a. Plot plan showing location of individual water supply and sewage disposal system
- b. Elevation showing details of construction of water supply and sewage disposal system and provide details of layout and location of all individual water supply and sewage disposal system

- e. When it is desired to make changes for the spaces in subdivisions their approval, such changes must be approved by the Board or a person or committee authorized by the Board of Directors.

#### VI. Compliance Inspections

- A. Compliance inspections are made under the direction and for the interest of the Authority to determine whether construction is in accordance with the provisions of the Ordinance and the rules and regulations that have been made. The construction shall be inspected with reference to drawings, specifications, and other documents submitted or accepted, the person conducting inspection shall be a Sunday.
- B. Request for inspection or redescription must be submitted in writing to the Authority and shall be signed by the owner and/or by the builder if he is also an authorized agent of the owner. The request shall indicate the stage of construction for which the inspection is requested.
- C. From date of receipt of the description or redescription request, the inspection shall be made within thirty (30) working days by an inspector authorized by the Board of Directors.
- D. Final inspection shall be made at the beginning of construction and prior to the start of the work. This inspection is to check the site of the proposed construction to establish that the lot is properly platted and that it is in accordance with Sections VII, D and E, of these Property Standards.
- E. The inspector shall be authorized to enter the site during the construction period to inspect the work. These inspections shall be made at the beginning of construction and in accordance with the plan and specifications submitted and with them properly placed.
- F. Fourth and final inspection shall be made following completion of the construction of the entire project in full and shall be made in accordance with the specifications, revisions thereof and the Ordinance.
- G. Failure to comply with the provisions of these standards will constitute justification for the Authority to revoke the loan and to require the borrower to repay the loan if the loan does not bring the construction in accordance with the Property Standards within a period of time specified following the compliance inspection which shows such irregularity.

H. Failure to comply with the above requirements shall constitute prima facie evidence for the Authority to determine whether the project is in accordance with the above mentioned requirements. The loanee has a grace period of thirty (30) days within which he is required to bring the construction within the compliance schedule as specified in these Standards. Failure to do so gives the Authority the right to review the loan and commence enforcement proceedings if necessary.

I. When a loanee fails to comply with the above requirements in regard to the project, the Authority, upon request, may request a review of the case by the Board of Directors. The Board's decision will be final.

#### VII. General Acceptability Criteria

A. Compliance with locally adopted public codes or regulations affecting construction, plumbing, electrical, fire prevention, sanitation and lot improvements will be required.

B. Compliance with established requirements of the health authority related to public water supply or sewage disposal systems will be required. Acceptable evidence of approval by the health authority of each completed system will be required in all cases.

C. The Yap District Health Authority does not assume responsibility for enforcing or determining compliance with local codes, regulations or requirements of same. However, it may authorize or require construction required by other authorized local, State or Federally adopted public codes or regulations affecting plumbing, electrical, fire prevention, etc. as improvements or part of all of the above mentioned construction improvements.

D. Also conditions which affect the safety or health of the occupants, or the permanent preservation of the improvement, or which may impair the safety, use and enjoyment of the property shall be required to be maintained, etc.

E. Each living unit shall be provided for each of the following:

1. A continuous supply of safe potable water or storage capacity of five (5) gallons per person per day for ninety (90) days.
2. Sanitary facilities using the method of sewage disposal.

4. No ... and ... service is available.

4. A ... without passing through any other living unit.

F. Area designed or used for non-residential purposes, shall not exceed 25 per cent of the total floor area. A ... is ineligible for loan money if the type or extent of the non-residential use is inconsistent with the ... of the property for ...

VIII. Building Elements

A. Each living unit shall have at least two habitable rooms and a bathroom. The bathroom may be located elsewhere on the same plot of land but it must meet the requirements of section VIII, B, 2. a

B. Space Standards -

1. Unless otherwise noted, measurements are based upon dimensions between finished floor surfaces and rough ceiling surfaces, bottom of joists and between rough wall or rough exterior surfaces.
2. Minimum square foot area and minimum dimension for each of the following shall be:

	Min. Dimension	Total Area	Min. Area
Living Room	10' 0" x 12' 0"	120 S.F.	60 S.F.
Bed Room	10' 0" x 10' 0"	100 S.F.	50 S.F.
Bath Room	5' 0" x 7' 0"	35 S.F.	15 S.F.
Kitchen	8' 0" x 10' 0"	80 S.F.	40 S.F.
Dining Room	8' 0" x 10' 0"	80 S.F.	40 S.F.
Hall	5' 0" x 7' 0"	35 S.F.	15 S.F.
Stair	5' 0" x 7' 0"	35 S.F.	15 S.F.
Laundry	5' 0" x 7' 0"	35 S.F.	15 S.F.
Storage	5' 0" x 7' 0"	35 S.F.	15 S.F.

- b. ... 40 square feet; least ...
- c. ... shall be ... with ...
- d. ... shall be such as to provide ...

and

C. Light and Ventilation

1. Natural ventilation and lighting shall be provided through operable windows, exterior doors, skylights or other suitable openings in exterior walls or roofs.
2. Natural light shall be provided by a total area of openings of not less than 10 per cent of the floor area of the room.
3. Natural ventilation shall be provided by a total area of openings of not less than 4 per cent of the floor area of the room.

D. Doors - Minimum Sizes

	Width	Height
1. Exterior Doors		
Main entrance	3'0"	6'6"
Service doors	2'6"	6'6"
2. Interior Doors		
Habitable rooms	2'6"	6'0"
Bathrooms	2'0"	6'6"

E. Stairways

1. Interior stairways shall have:
 

Minimum headroom	6'0"
Minimum width	2'6"
Minimum depth (at least 4 ft)	0'7"
Minimum riser	4-2"

Handrails shall be provided on both flights of stairs which are 3 ft or more wide.

Rolling doors shall be provided on all stairwells.

2. Exterior stairways shall have:
 

Minimum headroom	6'0"
Minimum width	0'7"
Minimum depth	4'0"

Continuous handrails shall be provided.

F. Centre

1. All construction shall comply with, as a minimum, the stated standards set forth herewith, except as provided for in 2 below.
2. Alternate or special methods of construction other than those contained herein may be used when submitted engineering data or local experience provides assurance that the following objectives will be met:
  - a. Adequate strength and rigidity
  - b. Adequate resistance to corrosion, decay, leaching and other detrimental factors
  - c. Necessary resistance to the elements
  - d. Reasonable durability and economy of maintenance
  - e. An acceptable quality of workmanship.
3. Structural connections, including nailed joints, contained herein, are minimum acceptable connections. In general, the nails or bolts used herein provide for 8d or 10d nails for toenailing, 16d nails for end or face nailing of 2 inch material and 8d nails for face nailing boards or other 3/4 inch materials.
4. Dimensions given for these standards are nominal since actual material dimensions may vary.
5. Erection of walls shall:
  - a. Be done in such a manner that the wall is set on a level and plumb surface. The wall shall be set on a level and plumb surface. The wall shall be set on a level and plumb surface.
  - b. Be set on a level and plumb surface.
6. Footings:
  - a. Be constructed so that they continuously drive possible settlement of the soil and joint with downs for transfer of stress.
  - b. Side faces shall be used where soil conditions prevent other methods.
  - c. A minimum of 2 inches depth shall be allowed for directly beneath the footing to level.

- d. The width of footing is not determined in this rule. In all cases, footing shall be as listed in Table I.

TABLE I (Footing sizes)

No. of stories	Frame		Masonry	
	Min. thickness	Min. width	Min. thickness	Min. width
One story	6 in.	2 ft.	6 in.	3 ft.
Two story	6 in.	3 ft.	6 in.	4 ft.

- e. Stopped footings shall have a vertical step not to exceed  $2/3$  of the horizontal distance between steps. The horizontal distance between steps shall not be less than 2 feet.
- f. Minimum thickness of pier and column shall be 8 inches.
- g. Footing and column shall be reinforced when the projection on each side of the wall, pier or column exceed  $2/3$  of the thickness, or when wall thickness exceeds 12 inches to require reinforcement. The reinforcement in footings shall be in accordance with the code specified in the specifications.

7. WALLS

- a. Footing and wall shall be reinforced when the projection on each side of the wall, pier or column exceed  $2/3$  of the thickness, or when wall thickness exceeds 12 inches to require reinforcement. The reinforcement in footings shall be in accordance with the code specified in the specifications.
- b. Walls shall be reinforced with average thickness of 12 inches. The reinforcement shall be 3/4 inch in diameter.
- c. Walls shall be located and anchored to intersecting walls.
- d. Masonry walls shall be supported by steel or reinforced concrete columns.

- e. ... shall not be used ...
- f. ... height of the well does not exceed ... feet, the minimum thickness shall be eight inches. When exceeding this height, 12 inches.

**8. Concrete walls**

- a. Concrete shall be placed continuously where possible or provide construction joint with reinforcement for ...
- b. The ... shall be ...
- c. Double larding shall be used for all concrete walls except that forms may be omitted where the soil will assure sharp cut and stable earth banks.
- d. Forms shall be tight, straight, plumb and rigidly braced. Do not remove forms until concrete is set.

**9. Reinforcement**

- a. Size and spacing of all reinforcement shall be in accordance with recognized engineering practices.
- b. When size and spacing has not been determined by structural engineer, the following criteria may be used:
  - (1) ... No. 3 bars (3/8") at ...
  - (2) ...
  - (3) ... 3 inches at 32 inches ...
  - (4) ... reinforcement 16 inches ...

**10. Sill**

- a. ... shall be ...
  - (1) ... 1/2" ... 16 inches ...

... shall not less than six feet. ...  
 ... shall be the same as for masonry  
 wells.

**11. Masonry or Concrete Foundation Piers**

- a. These standards apply to free-standing pier construction and exterior pier construction. See Section 11.14 for wood piers.
- b. Pier construction shall be in accordance with the following:
- c. Piers supporting walls for walls subject to live load shall be constructed, or if masonry, hollow masonry shall be filled with concrete or grout or hollow steel pipe (minimum diameter - 6") filled with concrete or grout, shall be three times their least dimension unless reinforced.
- d. Interior piers supporting interior construction and not subject to live load may be concrete, solid or hollow masonry, or hollow steel pipe (minimum diameter - 6") filled with concrete or grout. Hollow masonry must be topped with 3 inch concrete, solid masonry or filled cells in top course with grout. Unless reinforced, maximum height of pier above grade shall be:
  - (1) Concrete or solid masonry, 30 times their least dimension.
  - (2) Hollow masonry, 15 times their least dimension.
- e. Piers shall be spaced and spaced as follows:

TABLE IV. (Minimum height of piers)

Type	Minimum Diameter	Minimum Height	Pier Spacing	
			By Column	By Section
Concrete or Solid Masonry	6"	30 times least dimension	8 ft. max.	12 ft. max.
Hollow Masonry	6"	15 times least dimension	8 ft. max.	12 ft. max.
Concrete	6"	30 times least dimension	8 ft. max.	12 ft. max.

12.

- a. The leveling and drawings around the perimeter shall be such that surface or ground water will not collect under the slab.
- b. Concrete shall be placed continuously where possible.
- c. Concrete shall be properly cured. Allow sufficient time for strength to develop before applying load.
- d. Slabs on ground shall be protected by 1 1/2 inch (actual) minimum rigid insulation. The insulation shall be rigid foam or equivalent. The board shall not be more than 1/2 inch thick at joints.
- e. Slabs-on-ground shall not be less than 3 and 5/8 inches (actual) thick at any point.

13. Protection Against Termites and Decay

- a. The control measures for protection against termites and decay must be accompanied by equally important construction practices required in other sections. These include:
  - (1) Adequate drainage for building and site.
  - (2) Minimum clearances between ground and wood.
  - (3) Adequate ventilation of structures areas.
  - (4) Termite shields.
- b. All wood in contact with slabs and other concrete shall be treated with the building site before and during construction.
- c. Termites protection shall be provided by one or more of the following methods:
  - (1) Physical barriers.
  - (2) Chemical barriers.
  - (3) Baiting and other non-chemical methods.
  - (4) Termite shields.
  - (5) Other methods.

d. The foundations cannot be considered as termite protection for:

- (1) Slab on ground construction unless slab and foundation are placed integrally.
- (2) Masonry construction where the masonry facing extends below the top of the foundation wall and is less than eight inches above finish.

e. The foundations shall be constructed of concrete or masonry.

f. Gapping for termite protection shall be at least four inches thick.

g. An acceptable chemical in the concentrations recommended by its manufacturer may be used.

h. Rod and pyrobor may be treated to provide termite protection.

i. All wood used as a structural member embedded in concrete or on concrete slabs-on-ground shall be pressure treated or redwood.

j. All wood used in exterior door frames and window sash frames shall be pressure treated or redwood.

k. All wood used in contact with concrete or masonry within 24 inches of ground shall be pressure treated or redwood.

l. All wood used in contact with concrete or masonry shall be pressure treated.

#### 14. Wood Floor Joists:

a. Wood joists shall rest on concrete or solid masonry and shall be supported by termite shields.

b. Termite shields shall be applied to all joists.

c. Termite shields shall be 1/4 inch thick.

d. Joints in termite shields shall be made over masonry supports.

e. Termite shields shall be 24 inches wide and shall extend over all joists.

f. Termite shields shall be 24 inches wide.

- g. Wall stud framing, including joists, columns, girders, headers and trimmers shall be designed to support all design loads.
- h. Splices shall be made only over bearing points.
- i. Joints shall be twinned to sill with 2-10d or 3-8d nails.

15. Exterior Studs

- a. Studs shall be designed to support all design loads.
- b. Studs may be notched one-fourth their depth to receive piping or conduit or may be drilled a maximum of  $1\frac{1}{2}$ " in 2x4 inch studs.
- c. Studs shall be continuous lengths without splicing. Minimum size shall be 2x4 inches. Maximum spacing:
  - (1) Supporting roof and ceiling only, 24 inches o.c.
  - (2) Supporting one or two floors, 16 inches o.c.
  - (3) Supporting more than two floors, studs shall be 2x6 inches spaced not more than 16 inches o.c.
- d. Nail to plate with 3-10d or 4-8d toenails or end nail, sill 2-10d.
- e. Studs shall be spaced to receive studs to sill or to additional studs as provided. Maximum stud length shall be 12 feet, and each stud shall be secured to sill or to stud at every other stud or by other means.
- f. Corner studs shall not be less than three 2x4's and to receive interior finish.
- g. Corner studs shall be nailed together with 10d nails at not more than 24 inches o.c.
- h. Wall framing shall be provided in exterior wall construction. At least 4" x 4" blocking, corner blocking or at least one 8 foot long 4" x 4" foot long wall section shall be provided in each wall.
- i. Top studs shall be nailed to subfloor and header joint with 10d nails, 24 inches o.c.

... shall be at least 32 inches from lower member of plate to each side with two 16d nails. Full upper member of plate shall be secured with 16d nails at 16 inches o.c. with 2 16d nails at each end.

- k. Top plate members shall be lapped at all corners.
- l. Wall framing in post and beam construction shall be designed to support design loads.
- m. Roof top members (beams or slabs) shall be designed to support design loads. Roof top members shall be properly anchored to posts.
- n. Roof beams shall be properly anchored to posts.

16. Roof Framing

- a. Roof framing shall be designed to support design loads.
- b. Rafters and joints supported by masonry walls shall have a minimum thickness of two inches.
- c. Rafters shall be set true and level. Set plates in full bed of prepared concrete masonry when necessary to obtain full bearing.
- d. For anchorage of plates see Section VIII, P. 14.
- e. Rafters for roof slopes over 3 to 12, maximum span shall not exceed those tabulated in Table No. III.

Roof Slope	Span (ft.)	Maximum Clear Span (ft.)
3:12	24	7'0"
	30	6'2"
	36	5'2"
4:12	24	6'0"
	30	5'0"
	36	4'0"
5:12	24	5'0"
	30	4'0"
	36	3'0"
6:12	24	4'0"
	30	3'0"
	36	2'0"

g. Rafters shall be cut for level bearing on top of plate with three 10d nails. All direct endbrags shall be provided also by fastening a metal strap nailed to rafter or ceiling joint and to wall stud with 6d nails or other anchorage specially designed for this purpose may be used.

h. Rafters and ceiling joists shall be nailed to exterior wall studs with minimum of four 16d nails.

i. Rafters and ceiling joists shall be spaced such that the weight of the roof shall be supported by the rafters. The spacing shall not exceed 24 inches on center. Total number of rafters shall be such that the weight of the roof shall be supported by the rafters. Where gusset is used, nail each rafter to gusset with minimum of four 8d nails.

### 17. Roofing

a. Any acceptable roof covering may be used which will prevent entrance of moisture and which will provide reasonable durability.

b. Nails shall be corrosion-resistant roofing nails of 11 or 12 gauge size. Nails shall be driven, backed, or threaded under the lead edge for the eave roof or with heads not less than 3/8 inch diameter. Length of nail shall be that which will penetrate the sheathing at least one inch into wood portion.

### 18. Finishing

a. The exterior finish shall be such as to provide a permanent and durable finish for the exterior of the building.

b. The exterior wall and other finishing shall be in strict accordance with the manufacturer's instructions. Ready-mix mortar shall not be troweled, except as provided in the manufacturer's instructions.

c. The exterior finish shall be such as to provide a permanent and durable finish for the exterior of the building. The exterior finish shall be such as to provide a permanent and durable finish for the exterior of the building.

d. Exterior joints shall

- (1) be finished with heavy coat of lead paint, or white lead linseed oil.

(2) Apply a suitable primer coat to all surfaces to be painted.

(3) Apply finish coat.

e. Wood siding, millwork and trim

(1) Apply a suitable primer coat to all surfaces to be painted before or immediately after installation.

(2) Apply two coats of exterior house paint or equivalent paint.

f. Concrete masonry walls or brick may be painted or left unfinished. If painted, two coats of a suitable paint should be applied to provide a water resistant finish.

g. Exterior galvanized steel or iron

(1) Surface shall be cleaned and dried.

(2) Apply primer coat of zinc dust zinc oxide paint.

(3) Second coat shall be exterior house paint or an additional coat of zinc dust zinc oxide paint. If render is to be used for water attachment, paint must not contain lead.

h. Steel or iron

(1) Surface shall be thoroughly cleaned.

(2) Apply primer coat of red or zinc dust or zinc oxide paint.

(3) Apply two coats of exterior house paint or equivalent paint.

i. Concrete masonry walls may be painted. If painted, two coats of exterior house paint or equivalent paint should be applied with first coat of exterior house paint.

j. Plastered walls or ceilings may be painted or left unfinished. Plaster walls and ceilings are finished with a suitable primer coat.

- k. Interior wood: shall be either painted or finished natural. If painted, a suitable primer and finish coat shall be applied. If finished natural, two coats of a suitable natural finish shall be applied.

19. Plumbing

- a. Water service shall be provided to the living unit by not less than 3/4 inch pipe or tubing. This pipe shall be galvanized, wrought iron pipe, 1/2 inch or more diameter, or copper pipe.
- b. Water service shall be provided to the kitchen sink and outside toilet. Outside toilets shall be installed and provided with either public water, catchment water or other water that may be used for flushing. Salt water may be considered water suitable for flushing.
- c. Each living unit shall have fresh potable water piped to the kitchen whether the kitchen is located within the living unit or in a separate structure.
- d. If hot water heating is included in the living unit, there shall be a main cold stack of not less than 1 1/2 inch diameter or from the building drain to not less than six inches above the roof.
- e. Hot water heating pipe shall be extra heavy or schedule 40 or 60 inch steel pipe.
- f. Gas service for cooking and vent piping shall be in accordance with applicable codes.
- g. Heating shall be provided in living units.
- h. Sewer and storm water shall be provided to the building unit in accordance with applicable codes.
- i. Storm water drainage shall be provided at the building unit.

20. Electrical

- a. Electrical service shall be provided, where available, by the utility or by the National Electrical Code.
- b. All electrical wiring shall be in accordance with applicable codes and standards of the National Electrical Code, and shall be installed in accordance with applicable codes.





TRUST TERRITORY OF THE PACIFIC (House of Rep.)  
OFFICE OF THE HIGH COMMISSIONER  
SAIPAN, MARIANA ISLANDS 96950

HCCOM COMM. NO. 6-36

CABLE TELETYPE UNIT  
MILITARY SERVICE

August 1, 1975

The Honorable Bethwel Henry  
Speaker, House of Representatives  
Congress of Micronesia  
Saipan, Mariana Islands

Dear Mr. Speaker:

I am pleased to advise and announce that I have approved and signed into law:

PUBLIC LAW 6-71 (Senate Bill 6-198; S.D. 1, First Special Session, Sixth Congress) AN ACT AMENDING TITLE 67 OF THE TRUST TERRITORY CODE BY ADDING NEW CHAPTER 16, TO PROVIDE FOR LAND ACQUISITION AND FOR JUST COMPENSATION, AND CHAPTER 17, TO PROVIDE FOR RELIANCE BENEFITS AND ADVISORY ASSISTANCE TO PERSONS AND BUSINESSES DISPLACED BY GOVERNMENT LAND ACQUISITION AND REHABILITATION PROGRAMS, AND FOR OTHER PURPOSES.

One certified copy of the above Act bearing my signature is enclosed.

7



# Congress of Micronesia

CAPITOL HILL SAIPAN MARIANA ISLANDS 96750

## SENATE

PRESIDENT  
Tosio Nakayama

MARIANAS DISTRICT  
Olympio T. Borja  
Pedro A. Tenorio

MARSHALLS DISTRICT  
Amata Kabua  
Wilfred I. Kendall

PALAU DISTRICT  
Lazarus E. Sali  
Roman Tmetuchi

PONAPE DISTRICT  
Ambilos Ieha  
Billey Oiter

TRUK DISTRICT  
Mick Bossy  
Tosio Nakayama

YAP DISTRICT  
John A. Mengafel  
Felix Tun

## HOUSE OF REPRESENTATIVES

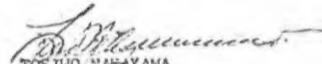
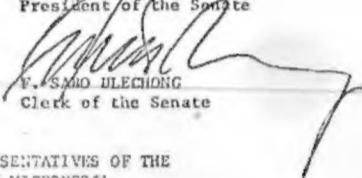
SPEAKER  
Elihu Henry

MARIANAS DISTRICT  
Herman Guerrero  
Jose Rofnas  
Oscar Rusa

S.B. NO. 6-198, S.D.1

## THE SENATE OF THE CONGRESS OF MICRONESIA

We hereby certify that the following Bill passed Second and Final Reading in the Senate of the Congress of Micronesia, Sixth Congress, First Special Session, 1975, on the 1st day of July, 1975, by a majority vote of all the members to which the Senate is entitled.

  
TOSIO NAKAYAMA  
President of the Senate  
  
F. SMO DELECHONG  
Clerk of the Senate

## THE HOUSE OF REPRESENTATIVES OF THE CONGRESS OF MICRONESIA

We hereby certify that the following Bill passed

AN ACT

Amending Title 67 of the Trust Territory Code by adding new Chapter 16, to provide for land acquisition and for just compensation, and Chapter 17, to provide for relocation benefits and advisory assistance to persons and businesses displaced by government land acquisition and rehabilitation programs, and for other purposes.

BE IT ENACTED BY THE CONGRESS OF MICRONESIA:

1 Section 1. Chapter 16 of Title 67 of the Trust Territory

2 Code is hereby added to read as follows:

3 "CHAPTER 16"

4 LAND ACQUISITION

5 Sections

6 401. Purpose and application.

7 402. Real property acquisition practices.

8 403. Just compensation.

9 404. Equal interest in improvements.

10 405. Payments for tenant improvements.

1 property expeditiously through negotiation;

2 (b) before the initiation of negotiations, have the  
3 real property appraised and give the owner or his representative  
4 an opportunity to accompany the appraiser during the inspection  
5 of the property;

6 (c) before the initiation of negotiations, establish  
7 an amount which is believed to be just compensation for the  
8 real property, and make a prompt written offer to acquire the  
9 property for that amount. In no event will the just compensation  
10 offered be less than the Government's approved appraisal of the  
11 fair market value of such property. At the time the Government  
12 makes an offer to purchase real property, the owner of that  
13 property will be provided with a written statement of the basis  
14 for the amount estimated to be just compensation.

15 In determining just compensation for the property  
16 any increase or decrease of the fair market value caused by the  
17 public improvement for which the property is acquired prior to the  
18 date of valuation will be disregarded (other than that caused by

1 (iii) pay the amount of the award of  
2 compensation in condemnation proceedings for the property.

3 (d) if interest in the real property is to be  
4 acquired by exercise of power of eminent domain, institute  
5 formal condemnation proceedings and not intentionally make it  
6 necessary for the owner to institute legal proceedings to prove  
7 the fact of the taking of this real property; and

8 (e) if the acquisition of only part of the property  
9 will leave its owner with an uneconomic remnant, offer to acquire  
10 that remnant.

11 (2) In acquiring real property to the greatest extent  
12 practicable, the Government will not

13 (a) schedule a construction or development of the  
14 public improvement that will require any person lawfully occupying  
15 real property to move from a dwelling, or to move his business  
16 or farm operation, without giving that person at least 90  
17 days written notice of the date he is to move.

1 to agree to a price for his property.

2 (3) Should a court determine condemnation was unauthorized  
3 or the property owner obtain a judgment in the nature of inverse  
4 condemnation, then the owner shall be reimbursed for reasonable  
5 expenses of litigation, in line with Section 304, Uniform  
6 Relocation Assistance and Real Property Acquisition Policies  
7 Act of 1970.

8 (4) Nothing in this section should be construed to  
9 preclude a donation by an owner after his property has been  
10 appraised and the full amount of the estimated just compensation  
11 has been tendered to him.

12 Section 403. Equal interest in improvements. In acquiring  
13 any interest in real property the Government will acquire at  
14 least an equal interest in all building structures or other  
15 improvements located on that real property which will be removed  
16 or which will be adversely affected by the completed project.

1 the real property.

2 (2) Payments will also be made for improvements that  
3 are damaged as well as those which must be removed.

4 (3) A payment may not be made to a tenant under  
5 subsection (1) of this section unless

6 (a) the tenant, in consideration for the payment,  
7 assigns, transfers, and releases to the Government all his  
8 rights, title, and interest in the improvements;

9 (b) the owner of the land involved disclaims any  
10 interest in the improvements;

11 (c) the payment is not duplicated by any payment  
12 otherwise authorized by law or regulation.

13 Section 405. Expenses incidental to transfer title. As soon  
14 as possible after real property has been acquired, the Government  
15 shall reimburse the owner for

16 (1) recording fees, taxes and similar expenses incidental  
17 to conveying the real property.

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1	RELOCATION ASSISTANCE
2	Sections
3	501. Declaration of policy.
4	502. Definitions.
5	503. Moving and related expenses.
6	504. Replacement housing for homeowners.
7	505. Replacement housing for tenants and certain others.
8	506. Relocation assistance advisory programs.
9	507. Assurance of availability of standard housing.
10	508. Authority of the District Administrator.
11	509. Administration.
12	510. Fund availability.
13	511. Payments not to be considered as income or resources.
14	512. Appeal procedure.
15	Section 501. <u>Declaration of policy.</u> The purpose of this Chapter
16	is to establish a uniform policy for the fair and equitable
17	treatment of persons displaced by...

1           (1) 'Agency' means any department, agency or instru-  
2           mentality of the Trust Territory or of a political subdivision  
3           of the Trust Territory, or any department, agency or instrumentality  
4           of two or more political subdivisions of the Trust Territory.

5           (2) 'Person' means any individual, partnership, corporation  
6           or association.

7           (3) 'Displaced person' means any person who, on or after  
8           the effective date of this Chapter, moves from real property,  
9           or moves his personal property from real property, as a result  
10          of the acquisition of such real property, in whole or in part,  
11          or as the result of the written order of the acquiring agency  
12          to vacate real property, for a program or project undertaken  
13          by an agency, and solely for the purpose of Sections 503(1)  
14          and (2) and 506 of this Chapter, as a result of the acquisition  
15          of or as the result of the written order of the acquiring  
16          agency to vacate other real property, on which such person  
17          conducts a business or farm operation, for such program or

1 (a) by a nonprofit organization.

2 (5) 'Farm operation' means any activity conducted solely  
3 or primarily for the production of one or more agricultural  
4 products or commodities, including copra, for sale or home  
5 use, and customarily producing such products or commodities  
6 in sufficient quantity to be capable of contributing materially  
7 to the operator's support.

8 Section 503. Moving and related expenses.

9 (1) If an agency acquires real property for public use,  
10 it shall make fair and reasonable relocation payments to displaced  
11 persons and businesses as required by this Chapter for:

12 (a) actual reasonable expenses in moving himself,  
13 his family, business, farm operation, or other personal property;

14 (b) actual direct losses of tangible personal  
15 property as a result of moving or discontinuing a business or  
16 farm operation, but not to exceed an amount equal to the

1 according to a schedule established by the agency, not to  
2 exceed \$300, and a dislocation allowance of \$200.

3 (3) Any displaced person eligible for payment under  
4 subsection (1) of this Section, who is displaced from his  
5 place of business or from his farm operation and who elects  
6 to accept the payment authorized by this subsection in lieu  
7 of the payment authorized by subsection (1) of this Section,  
8 may receive a fixed payment in an amount equal to the  
9 average annual net earnings of the business or farm operation,  
10 except that such payment shall not be less than \$2,500 nor more  
11 than \$10,000. In the case of a business no payment shall be  
12 made under this subsection unless the agency is satisfied  
13 that the business

14 (a) cannot be relocated without a substantial loss  
15 of its existing patronage, and

16 (b) is not a part of a commercial enterprise having  
17 at least one other establishment not being operated by the person

1 earnings, and includes any compensation paid by the business  
2 or farm operation to the owner, his spouse, or his dependents  
3 during such period.

4 Section 504. Replacement housing for homeowners.

5 (1) In addition to payments otherwise authorized by this  
6 Chapter, the agency shall make an additional payment not in  
7 excess of \$15,000 to any displaced person who is displaced  
8 from a dwelling actually owned and occupied by the displaced  
9 person for not less than 180 days prior to the initiation of  
10 negotiations for the acquisition of the property. The  
11 additional payment shall include the following elements:

12 (a) the amount, if any, which when added to the  
13 acquisition cost of the dwelling acquired, equals the reasonable  
14 cost of a comparable replacement dwelling which is a decent,  
15 safe, and sanitary dwelling according to contemporary community  
16 standards and adequate to accommodate such displaced person,  
17 reasonably accessible to public services and places of employment,  
18 and available on the private market. All determinations required  
19 to carry out this subparagraph shall be determined by regulations  
20 issued pursuant to Section 508 of this Chapter;

21 (b) the amount, if any, which will compensate the  
22 displaced person for any increased interest costs which the  
23 person is required to pay for financing the acquisition of a  
24 comparable replacement dwelling. The amount shall be paid only  
25 if the dwelling acquired was encumbered by a bona fide mortgage

1        which was a valid lien on the dwelling for not less than 100  
2        days prior to the initiation of negotiations for the  
3        acquisition of the dwelling. The amount shall be equal to the  
4        excess in the aggregate interest and other debt service costs  
5        of that amount of the principal of the mortgage on the  
6        replacement dwelling which is equal to the unpaid balance of the  
7        mortgage on the acquired dwelling over the remainder term of  
8        the mortgage on the acquired dwelling reduced to discounted  
9        present value. The discount rate shall be determined by  
10       regulations issued pursuant to Section 508 of this Chapter; and

11                (c) reasonable expenses incurred by the displaced  
12       person for evidence of title, recording fees, and other closing  
13       costs incident to the purchase of the replacement dwelling, but  
14       not including prepaid expenses.

15                (2) The additional payment authorized by this Section shall  
16       be made only to a displaced person who purchases and occupies a  
17       replacement dwelling which is decent, safe, and sanitary according  
18       to contemporary community standards not later than the end  
19       of the one-year period beginning on the date on which he receives  
20       final payment of all costs of the acquired dwelling, or on the  
21       date on which he moves from the acquired dwelling, whichever  
22       is the later date.

23       Section 505. Replacement housing for tenants and certain others.  
24       In addition to amounts of money authorized by this Chapter,  
25       an agency shall make a payment to or for any displaced person

1       displaced person dwelling not eligible to receive a payment  
2       under Section 504, which dwelling was actually and lawfully  
3       occupied by the displaced person for not less than 90 days  
4       prior to the initiation of negotiations for acquisition of  
5       such dwelling. The payment shall be either:

6               (1) The amount necessary to enable the displaced person  
7       to lease or rent, for a period not to exceed four years, a  
8       decent, safe, and sanitary dwelling according to contemporary  
9       community standards and adequate to accommodate the person in  
10      areas not generally less desirable in regard to public utilities  
11      and public and commercial facilities, and reasonably accessible  
12      to his place of employment, but not to exceed \$4,000, or

13              (2) The amount necessary to enable the person to make  
14      a down payment (including incidental expenses described in  
15      Section 504(1)(c) on the purchase of a decent, safe, and sanitary  
16      dwelling according to contemporary community standards and  
17      adequate to accommodate such person in areas not generally less  
18      desirable in regard to public utilities and public and commercial  
19      facilities, but not to exceed \$4,000, except that if the amount  
20      exceeds \$2,000, the person must equally match any amount in  
21      excess of \$2,000 in making the down payment.

22      Section 506. Relocation assistance advisory programs.

23              (1) Whenever the acquisition of real property for a  
24      program or project undertaken by an agency will result in the  
25      displacement of any person on or after the effective date of this

1 Chapter, the agency shall provide a relocation assistance  
2 advisory program for displaced persons which shall offer the  
3 services prescribed in subsection (2) of this Section. If  
4 the agency determines that any person occupying property  
5 immediately adjacent to the real property acquired is caused  
6 substantial economic injury because of the acquisition, it may  
7 offer the person relocation advisory services under the program.

8 (2) Each relocation assistance program required by  
9 subsection (1) shall include such measures, facilities, or  
10 services as may be necessary or appropriate in order to

11 (a) determine the needs of displaced persons,  
12 business concerns, and nonprofit organizations for relocation  
13 assistance;

14 (b) assist owners of displaced businesses and  
15 farm operations in obtaining and becoming established in  
16 suitable business locations or replacement farms;

17 (c) supply information concerning programs of the  
18 federal, state and local governments offering assistance to  
19 displaced persons and business concerns;

20 (d) assist in minimizing hardships to displaced  
21 persons in adjusting to relocation; and

22 (e) secure, to the greatest extent practicable,  
23 the coordination of relocation activities with other project  
24 activities and other planned or proposed governmental actions  
25 in the community or nearby areas which may affect the carrying

1 out of the relocation program.  
2 Section 507. Assurance of availability of standard dwellings.  
3 Whenever the acquisition of real property for a program or  
4 project undertaken by an agency will result in the displacement  
5 of any person on or after the effective date of this Chapter, the  
6 agency shall assure that, within a reasonable period of time  
7 prior to displacement, there will be available in areas not  
8 generally less desirable in regard to public utilities and public  
9 and commercial facilities and at rents or prices within the  
10 financial means of the families and individuals displaced, decent,  
11 safe and sanitary dwellings according to contemporary community  
12 standards and which are equal in number to the number of and  
13 available to displaced persons who require dwellings and  
14 reasonably accessible to their places of employment; except that  
15 regulations issued pursuant to Section 508 of this Chapter may  
16 prescribe situations when these assurances may be waived.

17 Section 508. Authority of the District Administrator.

18 (1) The District Administrator in each District of the  
19 Trust Territory shall adopt rules and regulations necessary to  
20 assure that:

21 (a) the payments and assistance authorized by this  
22 Chapter shall be administered in a manner which is fair and  
23 reasonable, and as uniform as practicable;

24 (b) a displaced person who makes proper application for  
25 a payment authorized by this Chapter shall be paid promptly after

1 a novel or, if it is to be paid in advance; and  
2 (c) any person approved by a determination as to  
3 eligibility for a payment authorized by this Chapter, or the  
4 amount of payment, may have his application reviewed by the  
5 High Commissioner.

6 (2) The District Administrator may prescribe other  
7 regulations and procedures, consistent with the provisions of this  
8 Chapter.

9 Section 509. Administration. In order to prevent unnecessary  
10 expense and duplication of functions, and to promote uniform and  
11 effective administration of relocation assistance programs for  
12 displaced persons, the agency with the approval of the High  
13 Commissioner may enter into contracts with any individual, firm,  
14 association or corporation for services in connection with those  
15 programs, or may carry out its functions under this Chapter  
16 through any federal agency or any department or instrumentality  
17 of the Trust Territory or its political subdivisions having an  
18 established organization for conducting relocation assistance  
19 programs.

20 Section 510. Fund availability. Funds appropriated or otherwise  
21 available to any agency for the acquisition of real property or  
22 any interest therein for a particular program or project shall  
23 be available also for obligation and expenditure to carry out  
24 the provisions of this Chapter as applied to that purpose  
or project.

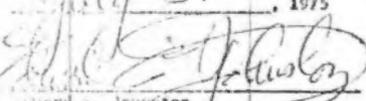
1           Section 511.           Payments shall not be considered as income or  
2           resources.           Payments received by a displaced person under  
3           this Chapter shall be considered as income or resources for  
4           the purpose of determining the eligibility or extent of  
5           eligibility of any person for assistance under any Trust  
6           Territory law, or for the purposes of any Trust Territory tax  
7           laws. These payments shall not be considered as income or  
8           resources of any recipient of public assistance and the payments  
9           shall not be deducted from the amount of aid to which the  
10          recipient would otherwise be entitled.

11          Section 512. Appeal procedure.   Any person or business  
12          concern aggrieved by a final administrative determination  
13          pursuant to Section 508(1)(c) of this Chapter concerning  
14          eligibility for relocation payments authorized by this Chapter  
15          may appeal that determination to the Trial Division of the  
16          High Court in the area in which the land taken for public use  
17          is located or the rehabilitation program is conducted."

18          Section 3. Expiration.   This set shall expire on June 30, 1976.

19          Section 4.   This set shall take effect upon approval by the High  
20          Commissioner, or upon its becoming law without such approval.

21  
22  
23  
24  
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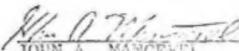
July 31, 1975  
  
Edward M. Johnston  
High Commissioner  
Trust Territory of the Pacific Islands

CERTIFICATE OF INTEREST AND OPINION

TRUST TERRITORY OF )  
THE PACIFIC ISLANDS, )  
YAP STATE )

I, JOHN A. MANGFEL, Governor, Yap District, by and under the authority vested in me by Part 3, Section 485.1 (h) of the Trust Territory Manual of Administration, do hereby certify that the Government of the Trust Territory of The Pacific Islands possesses a sufficient interest in the road right-of-way included in Package "D" as depicted in the attached maps and conveyances, and based upon the findings of the District Land Management Officer's Abstract of Title, and the District Attorney's Opinion of Title, certify said sufficient interest so that construction may proceed.

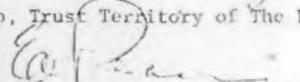
DATED this 15<sup>th</sup> day of January, 1979, at Colonia, Yap, Trust Territory of The Pacific Islands.

  
JOHN A. MANGFEL  
Governor  
Yap State

OPINION ON TITLE TO REAL PROPERTY

I, ELON A. PLACE, District Attorney for Yap District, certify that I have reviewed the attached Abstract of Title, prepared by the District Land Management Officer. Based on the above Abstract of Title, it is my legal opinion that as of January 17, 1979, The Trust Territory of The Pacific Islands was vested with an easement for purposes of a road right-of-way upon and across the referenced parcels.

DATED this 15<sup>th</sup> day of January, 1979, at Colonia, Yap, Trust Territory of The Pacific Islands.

  
ELON A. PLACE  
District Attorney  
Yap District

ABSTRACT OF TITLE

Right of Way for Road Plan D

The subject of this abstract is the road right-of-way beginning at the intersection of the Public Works Complex and following over the existing road to the intersection at the Rull Municipality Office. Road Plan D lies within the villages of Worowo and Balebat of Rull Municipality. The purpose for acquiring this right-of-way is to upgrade, widen and pave the existing road.

This right-of-way follows in close alignment, but wider in width than, an existing water and sewer easement previously acquired by the Trust Territory Government in 1972 through condemnation action. This subject road right-of-way varies in width from 30 feet to, as much as, 50 feet depending upon the need between existing buildings, at road crossways, turnouts, culverts, and bridges.

The right-of-way for Road Plan D passes through seventy-one cadastral land parcels of both private and government ownership. These parcels have been determined for land ownership and are on record with Certificate of Titles in the Yap Land Commission Office. A Certificate of Conveyance for a Grant of Road Easement has been signed by the twenty-eight landowners for the fifty-eight privately owned parcels through which the right-of-way passes.

On the Certificate of Conveyance for Grant of Road Easement the chiefs of Worowo and Balebat signed a conveyance, as did also each individual landowner of parcels along this right-of-way, requesting an upgrading, paving, and extension of the width of the present roadway. This right-of-way is outlined in red as shown on the five cadastral plats Nos. 003 H 00, 004 H 00, 005 H 00, 006 H 00, and 007 H 00, all of which are included with the document.

I, Harold O. Tenne, District Land Management Officer of Yap District, Trust Territory of the Pacific Islands, hereby certify that I have personally and, or under my personal supervision, certain members of the District Office of Land Management have made, a thorough search of title, including a study of records, and have caused copies of same to be incorporated herein, and have made a physical inspection of the premises, and have questioned all particularly knowledgeable persons concerning title to that parcel(s) of real property, the subject of this abstract, and have reduced to writing and incorporated herein. My title search began on November 27, 1978 and ended on January 10, 1979.

DATED

January 12, 1979

  
Harold O. Tenne  
District Land Management Officer  
Yap District

ABSTRACT OF TITLE

Right-of-Way for Road Plan A

The subject of this abstract is the road right-of-way beginning at the intersection of the present administration building in Colonia and following the existing road along the northern side of Chamorro Bay to Causeway Store and then to the present Communication Transmitter site. This road plan passes through Nimar and Mulro Villages of Weloy Municipality. The purpose for acquiring this right-of-way is to upgrade, widen and pave the existing road.

This right-of-way follows in close alignment, but wider in width than, an existing water and sewer easement previously acquired by the Trust Territory Government in 1972 through condemnation action. This subject road right-of-way varies in width from 30 feet to, as much as, 50 feet depending upon the need between existing buildings, at road crossways, turnouts, culverts, and bridges.

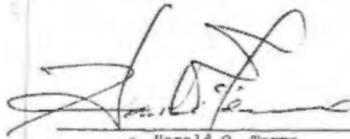
The right-of-way for Road Plan A passes through fifty five cadastral land parcels of both private and government ownership. These parcels have been determined for land ownership and are on record with Certificate of Titles in the Yap Land Commission Office. A Certificate of Conveyance for a Grant of Road Easement has been signed by the twenty-nine landowners for the fifty-two privately owned parcels through which the right-of-way passes.

On the Certificate of Conveyance for Grant of Road Easement the chiefs of the villages signed a conveyance, as did also each individual landowner of parcels along this right-of-way, requesting an upgrading, paving, and extension of the width of the present roadway. This right-of-way is outlined in red as shown on the five attached maps marked "Road Plan A".

I, Harold O. Temme, State Land Management Officer of Yap State, Trust Territory of the Pacific Islands, hereby certify that I have personally made, or under my personal supervision, certain members of the State Office of Land Management have made, a thorough search of title, including a study of records, and have caused copies of same to be incorporated herein, and have made a physical inspection of the premises, and have questioned all particularly knowledgeable persons concerning title to that parcel(s) of real property, the subject of this abstract, and have reduced to writing and incorporated herein. My title search began on November 1, 1979 and ended on December 31, 1979.

DATED

January 3, 1980



Harold O. Temme  
State Land Management Officer, Yap State



**YAP DISTRICT LAND COMMISSION**  
**Trust Territory of the Pacific Islands**

NOTICE NO. 13 OF DETERMINATION OF OWNERSHIP BY LAND COMMISSION

This is to certify that the Land Commission for Yap District, Trust Territory of the Pacific Islands; pursuant to Section 109, Title 67, of the Trust Territory Code, after due public notice and private notice to all parties of record and after public hearings held by the Land Registration Team of Rull

Municipality, at which all persons claiming an interest in the land described herein were given full opportunity to be heard, and upon review of the proceedings as submitted by the Land Registration Team; has determined that those parcels of real property listed below located in Luwech & Lamer, Rull Municipality are the properties of the persons, lineages, or clans listed below:

BUNI 13 E MARGA'AG, KO ANITAFER & BINAW NI KEYIB U LAND COMMISSION

Ire ray ni ke ngongliy fare Land Commission nu roy u waab ko rethali fach fach ney nib matas ko section 109, Title 67 ko Trust Territory Code, warilen marga'gen yuyangi binaw nibaayay ni un weliy kefram boch ma kuon announce nag u radio ko bay be'nib lag ko yuyangi binaw ney fadaray. Nga tomuren fare pugthin ni faleg fare Land Registration Team nu falak nu Rull

u marga'gen yuyangi binaw marabe' ni bay tafen ko gin nem man pi matawen ni nge weliy yalen ko binaw ni nge rung ag e gidit. Kemur weliy ere team ney marga'gen e yuyang i binaw ney ke yane au ani tafen bang nge bang ni kari yoloy nga but ni bay u lane yu Luwech nge Lamer nu Rull ko falak ni ke aw binaw ko gidit u but nge tabnas nge ganong rok ni kari yoloy nga but:

LOT NO. NANBA KO GIBINAW	LAND NAME FITHGAN' E BINAW	OWNER ANNI TAFEN	TYPE OF OWNERSHIP ROGON ME TAFNAY
1673 025 H 50	Ngalli	Raphael Figirag	Fee Simple
1676 025 H 52	"	" "	" "
1658 025 H 28	Bileyche	" "	" "
1658A 025 H 27	"	" "	" "
1662 025 H 39	Methow	" "	" "
1666 & 1666A 025 H 37	Ngalli	" "	" "
1669 025 H 42	"	" "	" "
1602 032 H 17	Fitla'falan	" "	" "
1608 033 H 01	Fanemehlio'	" "	" "

LOT NO. NANPA EO GIBINAW	LAND NAME FITHINGAN E BINAW	OWNER ANNI TAFEN	TYPE OF OWNERSHIP ROCON NE TAFNAY
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1611A 034 H 03	Ted	Raphael Figirag	Fee Simple
1584 031 H 15	Fityew	" " "	" "
1564 031 H 14	Mal'	" "	" "
1564A 031 H 13	"	" "	" "
1565 031 H 09	Garon'	" "	" "
1567 032 H 02	Bugulegaron	" "	" "
1568 032 H 03	Lanedafit	" "	" "
1569 032 H 04	"	" "	" "
1573 032 H 09	Dafit	" "	" "
1581 031 H 17	Kanemalang	" "	" "
1544 030 H 26	Pa'thorof	" "	" "
1547 030 H 33	Teiung	" "	" "
1547A 030 H 34	"	" "	" "
1553 032 H 06	Bilengumal	" "	" "
1505 028 H 01	Ligyow	" "	" "
1507 029 H 04	Tanfeng	" "	" "
1509 029 H 08	Baangek	" "	" "
1517 029 H 11	Lenem'uw	" "	" "
1523 029 H 18	Fit taburuy	" "	" "
1525 029 H 23	Tabruy	" "	" "
1525A 029 H 22	"	" "	" "
1533 030 H 11	Dum'ayung	" "	" "
1539 030 H 16	Wol'	" "	" "
1539A 030 H 15	"	" "	" "

LOT NO. SANDA EO GIBINAW	LAND NAME PITHNGAN E PINAW	OWNER ANNI TAFEN	TYPE OF OWNERSHIP ROGON ME TAIWAY
1542 030 H 22	Wol'	Raphael Figiræg	Fee Simple
1615 035 H 08	Fityaw	Anne M. Gilipbin	" "
1630 025 H 07	TaflangnIngek	" " "	" "
1634 025 H 12	Le'eloch	" " "	" "
1586 031 H 30	Tanyu Fiyew	" " "	" "
1561 031 H 04	Dafnek	" " "	" "
1561A 031 H 03	"	" " "	" "
1570 032 H 05	Lanedafit	" " "	" "
1575 032 H 11	Dimochug	" " "	" "
1550 030 H 42	Fitgil'row	" " "	" "
1550A 030 H 39	"	" " "	" "
1551 030 H 32	Tre'bulang	" " "	" "
1558 032 H 01	Fitgil'row	" " "	" "
1513 029 H 10	Te'buchngol	" " "	" "
1529 030 H 04	Liyor	" " "	" "
1529A 030 H 01	"	" " "	" "
1534 030 H 09	Taguyey	" " "	" "
1537 030 H 25	Gabchen	" " "	" "
1611 034 H 01	Ganat	" " "	" "
1611B 034 H 02	"	" " "	" "
1528 030 H 05	Liyor	Louis Bmoon	" "
1540 030 H 18	Te'non	" "	" "
1540A 030 H 17	"	" "	" "

LOT NO. DAPPA NO GIRINDA	LAND NAME FITINDAN E PINDA	OWNER ANNI TAFEN	TYPE OF OWNERSHIP ROGON NE TAFWAY
1512 029 H 09	Tanfeng	Louis Bumoon	Fee Simple
1518 029 H 15	Te'buchngul	" "	" "
1519 029 H 17	Tabruy	" "	" "
1520 029 H 20	"	" "	" "
1548 030 H 36	Fitgit <sup>h</sup> row	" "	" "
1548A 030 H 35	"	" "	" "
1559 030 H 43	Telung	" "	" "
1562 & 1562B 031 H 10	Garon	" "	" "
1504 029 H 01	Tanfeng	" "	" "
1504A 029 H 02	"	" "	" "
1585 031 H 27	Mal'	" "	" "
1579 032 H 21	Dakenemalang	" "	" "
1693 027 H 27	Lub	" "	" "
1625 025 H 02	Manel	Elias Figir	" "
1629 025 H 06	Tefiang	" "	" "
1640 025 H 17	Balengangaw	" "	" "
1640A 025 H 18	"	" "	" "
1644 023 H 09	Fool	" "	" "
1648 023 H 04	"	" "	" "
1648A 023 H 05	"	" "	" "
1651 025 H 20	Golang	" "	" "
1696 027 H 06	Binfly	" "	" "
1657 025 H 29	Denngkek	" "	" "

LOT NO. NOMOR PO GUBERNY	LAND NAME FITRIAN E BIGAN	OWNER ANRI TAFER	TYPE OF OWNERSHIP ROGON NE TAFERAY
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1661 025 H 30	Denngok	Ellas Figir	Fee Simple
1667 025 H 36	Golang	" "	" "
1692 027 H 23	ApIrgog	" "	" "
1613 035 H 10	Fityaw	" "	" "
1618 035 H 06	Fitechogow	" "	" "
1621 035 H 03	Mechugyog	" "	" "
1530 030 H 06	Liyor	Rosa Digow	" "
1532 030 H 13	Wol'	" "	" "
1532A 030 H 14	"	" "	" "
1508 029 H 03	Tanfeng	" "	" "
1524 029 H 24	Tabruy	" "	" "
1524A 029 H 25	"	" "	" "
1552 030 H 30	Wol'	" "	" "
1560 031 H 05	Garon	" "	" "
1560A 031 H 02	"	" "	" "
1598 032 H 16	Kanemalang	" "	" "
1560B 031 H 01	Garon	" "	" "
1599 031 H 23	Kanemalang	Martana Tinanpong	" "
1576 032 H 12	Dimochug	" "	" "
1529B 030 H 12	Liyor	" "	" "
1531 030 H 03	Wol'	" "	" "
1531A 030 H 02	"	" "	" "
1541 030 H 21	"	" "	" "

LOT NO. SECTION 19 CITY	LAND NAME PITHAGORAS BIRAW	OWNER ANGI TAPEN	TYPE OF OWNERSHIP ROON NG TAPWAY
1601 031 H 19		Mariana Tinanpong	Fee Simple
1604 032 H 19	Kanemalang	" "	" "
1596 031 H 21	"	" "	" "
1656 025 H 22	Denngkek	Cecilia Yirpin	" "
1665 025 H 41	Ngall	" "	" "
1670 025 H 48	"	" "	" "
1641 023 H 06	Tanyufool	" "	" "
1643 023 H 08	"	" "	" "
1647 023 H 12	"	" "	" "
1649 023 H 02	Digig	" "	" "
1649A 023 H 01	"	" "	" "
1626 025 H 04	Tamolway	Demetrio Flaug	" "
1635 025 H 13	Le'eloch	" "	" "
1637 025 H 14	Pe'muth	" "	" "
1639 025 H 15	Le'eloch	" "	" "
1660 025 H 31	Dulken	" "	" "
1685 & 1685A 027 H 12	Darad	" "	" "
1688 027 H 18	Mangel	" "	" "
1690 027 H 16		" "	" "
1628 025 H 03	Tafiang	Lucia Gootinag	" "
1646 023 H 11	Fool	" "	" "
1650 023 H 03	"	" "	" "
1653 025 H 23	Denngkek	" "	" "
1653A 025 H 26	"	" "	" "

LOT NO. AREA NO SECTION	LAND NAME PITANGAR E SIJAM	OWNER ANNI TAPEN	TYPE OF OWNERSHIP ROSON HE SIFRAY
1516 029 H 12	Te'buchngol	Lucia Gootinag	Fee Simple
1620 035 H 05	Lanedably	" "	" "
1675 025 H 53	Manol	" "	" "
1672 025 H 46	Golang	" "	" "
1672A 025 H 45	"	" "	" "
1501 027 H 28	Tanfeng	Margarita Miniyog	" "
1587 031 H 28	Mai'	" "	" "
1587A 031 H 29	"	" "	" "
1577 032 H 13	Dimochu'	" "	" "
1535 030 H 10	Tagyey	" "	" "
1526 030 H 08	Tamagyow	" "	" "
1663 025 H 38	Methew	" "	" "
1689 027 H 17	Baanngol	" "	" "
1689A 027 H 24	"	" "	" "
1689B 027 H 14	"	" "	" "
1683 027 H 20	Mitedapal	" "	" "
1511 029 H 06	Lub	" "	" "
1554 030 H 31	Wol'	" "	" "
1636 025 H 08	Maawech	" "	" "
1592 031 H 24	Fiyew	Carlos Figirgaw	" "
1566 031 H 08	Garon	" "	" "
1572 032 H 08	Dafit	" "	" "
1578 032 H 14	Tafuf	" "	" "
1580 032 H 15	Kanemalang	" "	" "

LOT NO. SECTION	LAND NAME FITIGAN E BIRAN	OWNER ANGIE TAFEN	TYPE OF OWNERSHIP ROGON HE TAFENAY
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1536 030 H 24	Nifingrad	Carlos Figirgaw	Fee Simple
1538 030 H 23	Gabchen	" "	" "
1606 032 H 23	Gaf ngun	" "	" "
1515 029 H 13	Te'bachngul	" "	" "
1921 029 H 19	Tabruy	" "	" "
1521A 029 H 21	"	" "	" "
1555 030 H 44	Te'lung	" "	" "
1563 031 H 11	Mal'	Tabaya Marangweg	" "
1563A 031 H 12	"	" "	" "
1574 032 H 10	Kanemalang	" "	" "
1582 031 H 06	"	" "	" "
1546 030 H 29	Wol'	" "	" "
1556 030 H 37	Te'lung	" "	" "
1556A 030 H 38	"	" "	" "
1557 030 H 41	Fitgil'row	" "	" "
1557A 030 H 40	"	" "	" "
1654 025 H 24	Tanyu Dengek	Andress Tharngan	" "
1654A 025 H 25	" "	" "	" "
1659B 025 H 33	Mangyol	" "	" "
1679 & 1679A 025 H 44	Ngalil	" "	" "
1691 027 H 22	Apirgog	" "	" "
1622 035 H 02	Muchugyog	" "	" "
1588 031 H 31	Pe'romo'	Marla Marangweg	" "

LOT NO. RANGE NO. SIBIRAN	LAND NAME TITIRANGAN E PITAN	OWNER ADRI TAFEN	TYPE OF OWNERSHIP ROSON ME TAFENAY
1588A 031 H 32	Pe'romo'	Maria Marangweg	Fee Simple
1583 031 H 07	Lanegaron	" "	" "
1617 035 H 07	Lantangay	" "	" "
1510 092 H 07	Te'bachngul	" "	" "
1522 029 H 16	Tanfeng	" "	" "
1502 027 H 29	"	Aloysius Gilwaayan	" "
1502A 027 H 30	"	" "	" "
1506 029 H 05	"	" "	" "
1503 027 H 32	"	Richard Rifel	" "
1503A 027 H 31	"	" "	" "
1527 030 H 07	Liyor	" "	" "
1595 031 H 22	Laafian	Tobias Tifhinmoon	" "
1571 032 H 07	Buguledafit	" "	" "
1543 030 H 28	Tabaneligyow	" "	" "
1514 029 H 14	Te'bochngul	" "	" "
1600 031 H 20	Dakenenlang	Maria Laasog	" "
1605 032 H 20	"	" "	" "
1605A 032 H 22	"	" "	" "
1607 032 H 24	Richmal	" "	" "
1687 & 1687A 027 H 13	Binfiy	Joseph Flenug	" "
1632 025 H 10	Taawat	" "	" "
1638 025 H 16	Leeluch	" "	" "
1655 025 H 19	Denngek	Fernando R. Faleuath	" "

LIST NO.  
MATA NO.  
SERIAL

LAND NAME  
FITIGAN E  
BINAW

OWNER  
ANNI TAFEN

TYPE OF OWNERSHIP  
ROGON ME TANNAP

LIST NO. MATA NO. SERIAL	LAND NAME FITIGAN E BINAW	OWNER ANNI TAFEN	TYPE OF OWNERSHIP ROGON ME TANNAP
1614 035 H 11	Fityaw	Fernando Faleuath	Fee Simple
1614A 035 H 12	"	" "	" "
1619 035 H 04	Tengay	" "	" "
1624 025 H 01	Manel	" "	" "
1597 031 H 18	Kanemalang	Anthony Lukan	" "
1603 032 H 18	Yenbinaw	" "	" "
1589 031 H 34	Pe'rmo'	Peter Bay	" "
1589A 031 H 33	"	" "	" "
1594 031 H 16	Mout u Baangel	Women of Lamer	" "
1545 030 H 27	Ligyow	Gloria Thurun	" "
1590 031 H 35	Pe'rmo'	Thomas Gilme	" "
1590A 031 H 36	"	" "	" "
1678 027 H 04	Richmal	Benito Gulul	" "
1678A 027 H 01	"	" "	" "
1664 025 H 40	Magadbay	Daniel Kugumdag	" "
1680 027 H 08	Binfly	" "	" "
1680A 027 H 09	"	" "	" "
1549 030 H 20	Tublang	Maria Baamliw	" "
1549A 030 H 19	"	" "	" "
1674 025 H 49	Ngalli	Benedict Defingmed	" "
1678B 027 H 05	Gacholey	Augustin Untaman	" "
1659A 025 H 32	Mangyol	" "	" "
1694 027 H 26	Lub	" "	" "

LOT NO. SECTION NO SECTION	LAND NAME PITAGORAS E BLOCK	OWNER NAME	TYPE OF OWNERSHIP SECTION NO SECTION
1694A 027 H 25	Lub	Augustin Untanap	Fee Simple
1684 027 H 19	Mangol	Carlos Walag	" "
1652 025 H 21	Lanelow	Thomas Tutuw	" "
1610 034 H 04		Raphael Figirag Pacific Miss. Aviation	" " Lease
1612 035 H 13	Fit Raddily	Mark Loochath	" "
1612A 035 H 14	" "	" "	" "
1623 035 H 01		" "	" "
1631 025 H 09	Taawat	" "	" "
1633 025 H 11		" "	" "
1645 023 H 10	Fool	" "	" "
1668 & 1668A 025 H 43	Ngalii	" "	" "
1671 & 1671A 025 H 47	"	" "	" "
1677 025 H 51	Wal'yo!	" "	" "
1681 & 1681A 027 H 07		" "	" "
1682 027 H 03	Richmal	" "	" "
1682A 027 H 02	"	" "	" "
1686 027 H 11		" "	" "
1686A 027 H 10		" "	" "
1591 031 H 26	Fanmalbach	Francis Flanug	" "
1697 024 H 01	Ga'niuf	People of Luweh People of Lamer	Fee Simple in Common
1659C 025 H 34	Mangyol	Demetrio Flaryg	Fee Simple
1659D 025 H 35	"	Anno M. Gilippin	" "
1695 027 H 06	Firigaw	Anno M. Gilippin Carlos Walag	Fee Simple Tenancy for Life
1609 034 H 05	Fenenachilo!	TT. Government Raphael Figirag	Fee Simple Possibility of Reverter

LOT NO. MUNA KO SIBICAN	LAND NAME FITHANAN E BINAW	OWNER ANNI TAFEN	TYPE OF OWNERSHIP ROGON NE TAFNAY
1616 035 H 09	Firigaw	Demetrio Flanug	Fee Simple
1642 025 H 07	Fool	Margarita Miniyog	" "
1690A 027 H 15		Demetrio Flanug	" "
1695 027 H 21	Firigaw	Anna M. Gilippin Carlos Walag	" " Tenancy for Life

LOT NO. NAME GIRI	LAND NAME FITIHGAN E BIRAW	OWNER ANNI TAPEN	TYPE OF EASEMENT ROGON AND TRIFRAY
1616 035 H 09	Firigaw	Demetrio Flanug	Fee Simple
1690A 027 H 15		Demetrio Flanug	" "
1642 023 H 07	Fool	Margarita Minlyog	" "
1695 027 H 21	Firigaw <i>End of Airport</i>	Anna M. Gillippin Carlos Walag	" " Tenancy for Life
1000 014 H 01	Pe'ruy	Manuel Youwnifmed TT. Government	Fee Simple Road Easement and water and sewer right of way.
1004 014 H 06	Tabanefel	Manuel Youwnifmed TT. Government	Fee Simple Road Easement and water and sewer right of way.
1003 014 H 05	Ted	Anthony Teteth TT. Government	Fee Simple Road Easement and water and sewer right of way.
1039A 019 H 05	Repw	Anthony Teteth TT. Government	Fee Simple Road Easement and water and sewer right of way.
1054A 021 H 06	Fane Allily	Anthony Teteth TT. Government	Fee Simple Road Easement
1054B 021 H 08	Tiyou	Robert Rueyog TT. Government	Fee Simple Road Easement
1051 019 H 14	"	Robert Rueyog TT. Government	Fee Simple Road Easement
1066 020 H 03	Tora'	TT. Government	Fee Simple
1067 020 H 04	"	TT. Government People of Yinuf	Fee Simple Possibility of Reverter
1063 015 H 13	Dalolab	Peter Choay TT. Government	Fee Simple Road Easement and water and sewer right of way.
1062 015 H 12	Ta'aberba	Mike Goobeeg TT. Government	Fee Simple Road Easement and water and sewer right of way.
1043 019 H 09	Fit Tithin	Antonia Dugwem TT. Government	Fee Simple Road Easement and water and sewer right of way.
1046 019 H 12	Tayidu bungol	Christina Tinmed TT. Government	Fee Simple Road Easement
1052 019 H 13	" "	Christina Tinmed TT. Government	Fee Simple Road Easement
1029X 017 H 27	Magrang Mout	Martha Buchipin TT. Government	Fee Simple Water Reservoir
1008A 015 H 11	Belegabchag	Andres Tharngan TT. Government	Fee Simple Road Easement and water and sewer right of way.
1071 020 H 06	Tora'	TT. Government Tony Lungun	Fee Simple Possibility of Reverter

LOT NO. SECTION	LAND CLASS SECTION E BLOCK	OWNER AND INTER	TYPE OF ENCUMBRANCE AND THE SAME
1069 020 H 08		TT. Government In (Ngblog)	Fee Simple Possibility of Reverter *
011 H 01		Andrew Rurpang	Fee Simple
326 010 H 08	Kanjaiguw	Joseph Sogon & Felix Gaag	Fee Simple in Common
313 009 H 04	Taglinitim	Raphael Gisog	Fee Simple
1070 020 H 07	Tora'	TT. Government Paula Gulee	Fee Simple Possibility of Reverter *
1068 020 H 05	Ted nu mar	TT. Government People of Ngolog	Fee Simple Possibility of Reverter *
1044	Fit Tithin	TT. Government	Fee Simple
1044A	" "	" "	" "
1045	" "	" "	" "
1045A	Tora'	" "	" "
1045B	Fit Tithin	" "	" "
1043A	" "	" "	" "
1045D	Tora'	" "	" "
1065 020 H 02	"	" "	" "
1045E	"	People of Yinuf TT. Government	" " Lease
1049A & 1049	"	People of Yinuf TT. Government	Fee Simple Lease
1049B	"	People of Yinuf TT. Government	Fee Simple Lease
104A	"	People of Yinuf TT. Government	Fee Simple Lease
1050	Fit Yow	People of Yinuf TT. Government	Fee Simple Lease
1050A	" "	People of Yinuf TT. Government	Fee Simple Lease
1064 020 H 01	Tora'	People of Yinuf TT. Government	Fee Simple Lease
1055A 021 H 05	Fit Leewes	Terry Leewes TT. Government	Fee Simple Road Easement
Subject to a right in Raphael Figirag to harvest and use the pandanus tree leaves growing on the said property.			
1058A 022 H 04	Karer	Elias Figir TT. Government	Fee Simple Road Easement
Subject to a tenancy in common for life in the following named individuals: Cyril Tamen, Mark Loochath, Ignatius Waathag, Richard Rifel, Lucia Gootinag, Joseph Flanug, Thonmar, Benedict Defingmed, Martie Flanug and Demetrio Flanug. Also subject to a right in Raphael Figirag to harvest and use the pandanus tree leaves growing on the said property.			

Accordingly, unless an appeal taken to the Trial Division of the High Court within 120 days from the date of these determinations, it is hereby ordered that the above described lands be registered in the Office of the Land Commission for Yap District and that in accordance with Section 117, Title 67, of the Trust Territory Code, certificates be issued setting forth the names of all persons or groups or persons holding interest in the real property described in the determination.

*Rogon ni keyani as faan ra bay be' nib adag ni nge fek nga Court ma dabi sagal nga tomuren 120 e rran ko refen ni tabol i welly rebugi thin ney, rebugi thin ney i yib u Office ko Land Commission nu waab nib mataw ko Section 117, Title 67 ko Trust Territory Code, Diploma e yira pi ko piin tafan e binaw fa biyau lung i gidii ni yad taferad e binaw.*

Said determinations are made  
this 23rd day of  
June, 19 77.

*I yog marnga'gen ni marweliy ko*  
23 *fana pul ko*  
June, 19 77.



*Robert W. Green*  
Robert W. Green  
Senior Land Commissioner, Yap

TRUST TERRITORY OF THE PACIFIC ISLANDS  
Office of the High Commissioner  
Saipan, Mariana Islands



LEASE OF PRIVATE LAND  
FOR  
YAP INTERNATIONAL AIRPORT

THIS LEASE AGREEMENT made by and between the GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS, hereinafter called the "Government", and the legal owners of, or the undersigned authorized representative for all other persons having any interest whatsoever in and to the hereinafter described premises located on Yap Island, Yap District, hereinafter called the "Lessor", without regard to number or gender.

WITNESSETH, THAT

WHEREAS, the Lessor is the legal owner and/or the authorized representative for the legal owners and as such have exclusive rights under Yapese custom in and to the hereinafter described Premises; and

WHEREAS, the Government desires the use of the Premises for public purposes; and

WHEREAS, representatives of the parties have met, negotiated and the parties have agreed to the use of the Lessor's property by the Government under the following terms and conditions.

NOW, THEREFORE, THAT FOR AND IN CONSIDERATION of the mutual agreements and promises hereinafter set forth and the benefits to be derived therefrom, the Government and the Lessor covenant and agree as follows:

ARTICLE 1. GRANT OF PREMISES

The Lessor hereby leases to the Government and the Government hereby takes from the Lessor all that land located on Yap Island, Yap District, Trust Territory of the Pacific Islands, as more fully described in the attached "DESCRIPTION OF THE LEASEHOLD PREMISES" which is incorporated herein and made a part hereof by reference as Exhibit A, together with all existing easements, rights of way, improvements thereon, and appurtenances thereto, hereinafter referred to as the "Premises", with the right to destroy or alter the Premises without further compensation on the part of the Government except as provided for in Article 5 hereof.

ARTICLE 2. TERM

TO HAVE AND TO HOLD for a term of thirty (30) years commencing on the date this Lease Agreement is filed by the Government with the Office of the Clerk of Courts, Yap District, unless sooner extended or terminated as herein provided.

ARTICLE 3. OPTION TO EXTEND

The Government shall have the option to extend this Lease Agreement upon the same terms and conditions set out herein for two (2) additional periods of fifteen (15) years each. In order to exercise these options, the Government must notify the Lessor in writing of its intention to so extend this Lease Agreement at least one (1) year prior to the expiration date of the original term hereof or first extension thereof.

ARTICLE 4. PURPOSE

The Government may use the Premises to develop, construct, maintain and operate an airport facility capable of supporting air traffic on an international basis which includes but is not limited to concrete runways, taxiways, parking aprons, terminal buildings, aircraft hangars, fueling and communications facilities, and all types of concessions which serve the general public using the airport facility and for any and all public purposes consistent with the laws of the Trust Territory of the Pacific Islands.

ARTICLE 5. RENTAL: PLACE OF PAYMENT

The Government, in consideration of the foregoing, covenants and agrees to pay to the Lessor, in the manner prescribed herein, in lawful money of the United States of America, rent, payable in the amounts and in the manner set out in the schedule below:

(1) For the first five (5) year period of the term of this Lease Agreement, rent, payable as a lump sum, in the amount of

(2) For the next ten (10) year period of the term of this Lease Agreement, annual rent, payable in advance, in the amount of

(3) For the remaining fifteen (15) year term of this Lease Agreement, and during the terms of the two (2) options to extend if exercised by the Government, such annual rent, payable in advance, as shall be determined by written agreement of the Government and Lessor at fifteen (15) year intervals, or, if they fail to reach such agreement at least ninety (90) days before the commencement of the next fifteen (15) year interval as shall be equal to seven percent (7%) of the then fair market value of the demised Premises or equal to the then current fair market rental value of said land, in either case exclusive of any buildings thereon and considering the nature and extent of approved development thereof, as determined by appraisal as herein provided, whichever is greater.

The initial lump sum rental payment due hereunder shall be paid to the Lessor as herein provided not later than thirty (30) days from the effective date of this Lease Agreement, and the subsequent annual rental payments commencing at the beginning of the sixth (6th) year of the term of this Lease Agreement within thirty (30) days of the anniversary of the effective date of this Lease Agreement.

All rental payments shall be made to the Lessor, or his designates appointed in writing, at the following place unless otherwise indicated in writing by the Lessor:

District Finance Office  
Office of the District Administrator  
Trust Territory Government  
Colonis, Yap District 96943

If this Lease Agreement shall cease to exist or be terminated for any reason herein stated, Lessor shall not be obligated to repay any advance rent payments paid by the Government, or be liable therefor in any manner.

ARTICLE 6. APPRAISAL

Whenever this Lease Agreement provides that the market value or rental value of the Premises shall be determined by appraisal for computation of any rent hereunder, such market or rental value shall be determined by an independent appraiser who must be a member of either the American Institute of Real Estate Appraisers or the Society of Real Estate Appraisers, to be selected by written agreement between the Government and the Lessor. In the event that the Government and Lessor cannot reach agreement, the

appraiser will be selected by the Chief Justice or Associate Justice of the High Court of the Trust Territory, or its successor. The cost of the appraisal will be borne by the Government.

ARTICLE 7. CONSTRUCTION OF IMPROVEMENTS: MAINTENANCE OF PREMISES

During the existence of this Lease Agreement, the Government shall have the right to construct, repair and maintain buildings, and make other improvements or install structures on the Premises consistent with the purpose of this Lease Agreement as set forth in Article 4 hereof.

All improvements so placed on the Premises shall be and remain the property of the Government during the existence of this Lease Agreement. The Government shall, at its sole cost and expense, maintain the Premises and all improvements thereon in good order and repair and in a neat, sanitary, and attractive condition. All buildings or improvements permanently affixed to the realty by the Government shall be the property of the Government during the term of this Lease Agreement, but, upon the termination of this Lease Agreement said buildings and improvements shall become the property of the Lessor except as otherwise agreed in writing by the parties hereto.

ARTICLE 8. ASSIGNMENT

The Government may assign or sublet the Premises hereunder to any agency or agencies of the Trust Territory Government or to any other person or persons but only with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, provided that any such assignment or sublease shall not relieve the Government of any obligation under this Lease Agreement.

ARTICLE 9. QUIET ENJOYMENT

The Lessor agrees that the Government on paying the rent provided herein shall peaceably and quietly have, hold and enjoy the said Premises without any manner of suit, trouble or hindrance of or from the Lessor, his heirs or assigns, or any other person. The Lessor covenants and warrants that he is the true and lawful owner of the Premises; that he possesses or represents all ownership, use and inheritance rights by Yapese custom to the Premises; that there are no liens or encumbrances against the Premises; and that he has good right to lease the Premises. The Lessor further covenants and agrees that he will warrant and defend his ownership rights to said Premises and his right to lease the same hereunder against the claims, demands and suits of all persons whomsoever.

ARTICLE 10. TREES AND CROPS

For and in consideration of the lump sum payment of in lawful money of the United States of America, to be paid to the Lessor within thirty (30) days of the effective date of this Lease Agreement in the manner prescribed herein under Article 5, Lessor hereby sells, assigns and delivers to the Government and the Government hereby accepts from the Lessor title to all trees, crops and other plants which are located on the Premises as of the effective date of this Lease Agreement.

Notwithstanding the above conveyance, the Lessor acknowledges and accepts the Government's determination that the Lessor's agricultural use of the Premises is not such that said use of the Premises may be classified as a "farm operation" within the meaning of Section 502(5) of Title 67 of the Trust Territory Code or Section 101(8) of United States Public Law 91-646 (Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970), or any implementing regulations, and therefore, Lessor is not eligible for compensation or assistance under other provisions of either Trust Territory or United States law.

With the prior written permission of the Government, the Lessor may have access to the Premises for the purpose of harvesting existing trees and crops and other plants not destroyed by the Government during the term of this Lease Agreement.

It is understood that the Government plans to fence certain areas of the Yap International Airport for security reasons, and that upon completion of construction if the Premises the subject of this Lease Agreement falls outside of the fenced area Lessor, with the prior written permission of the District Administrator, Yap, shall have the right to use the Premises to cultivate and harvest taro, sweet potatoes and other ground crops provided such use of the Premises shall not interfere with any rights granted to the Government herein. If such written permission is granted by the Government to plant ground crops on the Premises and if during the term of this Lease Agreement the Government decides to construct improvements on the Premises not presently contemplated, the Government agrees, whenever possible, to show the Lessor the location of the planned construction of new facilities on the Premises so that crop owners will have an opportunity to move crops to another location. It is understood and agreed that the rental payments provided for in Article 5 herein constitutes full and sufficient consideration for all rights granted by the Lessor to the Government, and it is further understood and agreed that no additional payments are to be paid by the Government to the Lessor for damage or destruction to land or crops planted in the future by the Lessor.

#### ARTICLE 11. GRAVES

The Lessor hereby warrants to the Government that he has heretofore made known to the Government the location of all graves located on the Premises, and further hereby agrees that within thirty (30) days of execution of this Lease Agreement to clearly mark the location of all graves located on the Premises. The Government agrees that in constructing and operating the facilities on the Premises pursuant to rights granted herein, it will avoid damaging or disturbing in any way such clearly marked graves. If the Government determines that it is necessary to construct facilities on or near the site of a clearly marked grave, it will give the Lessor thirty (30) days notice to move the grave off the Premises and it will provide the Lessor help, in the form of labor, to move said graves. It is understood and agreed that no additional payment is to be made by the Government to the Lessor for the cost of moving said graves, for damage caused during movement of graves, or for damage caused to unmarked graves.

#### ARTICLE 12. NOTICES

Any notice or demand required to be given or served on either party to this Lease Agreement shall be in writing and forwarded either in person or by registered mail, return receipt requested, to the address stated in this Article. Service of any notice or demand shall be deemed complete ten (10) days after mailing or on the date actually received, whichever occurs first.

#### For the Government

District Administrator  
Yap District  
Government of the Trust Territory of the Pacific Islands  
Colonis, Yap  
Western Caroline Islands 96943

#### For the Lessor

Either party may change its designated address by serving notice in writing on the other party as provided above.

#### ARTICLE 13. ARBITRATION

Any dispute, arising under this Lease Agreement which cannot be settled by mutual agreement of the parties within sixty (60) days after either party formally requests such a settlement, shall be referred by either party to an Arbitration Board whose majority decision shall be binding on all parties to this Lease Agreement. The Arbitration Board shall consist of three persons: one member to be selected by the Lessor on his own initiative or within twenty (20) days of a request by the Government to select a member; one member to be selected by the Government on its own initiative or within twenty (20) days of a request by the Lessor to select a member; and the third to be selected by the other two members. If the two members selected by Lessor and Government are unable to agree upon a third member within twenty (20) days after selection of the second member has been made, the Chief Justice of the High Court of the Trust Territory, or its successor, or any Associate Justice thereof appointed by him, shall select the third member, PROVIDED, however, that such third member shall not be a Government employee. The costs of such Arbitration Board shall be shared equally by the Lessor and the Government.

#### ARTICLE 14. TERMINATION BY DEFAULT OF GOVERNMENT

If the Government should breach, or be in default in performing any of the terms and provisions of this Lease Agreement, the Lessor shall give notice of such default or breach, and if the Government shall fail to cure such default or breach within thirty (30) days after receipt of such notice, or shall fail in that time to commence to cure a default or breach which reasonably would require more than thirty (30) days, and to give the Lessor a full written explanation of the defaulting or breaching conduct and a detailed plan and time schedule for the cure thereof, or shall fail to comply with such a plan or cure with all reasonable speed, then and in any such event the Lessor shall have the option of terminating this Lease Agreement by serving notice of termination upon the Government.

This Lease Agreement shall expire on the date the Government receives the notice of termination as if that date had been originally fixed as the expiration date of the term herein granted.

#### ARTICLE 15. INDEMNITY: TAXES AND CHARGES

The Government shall defend and indemnify the Lessor against all liability or loss directly or indirectly arising from use of the Premises or any fixtures thereon while this Lease Agreement is in force and effect, including but not limited to injury to persons or property and taxes, utilities assessments, liens and all other charges on the Premises or any fixture thereon or any part thereof.

#### ARTICLE 16. TERMINATION BY GOVERNMENT

The Government may at any time terminate this Lease Agreement by giving written notice to the Lessor not less than sixty (60) days in advance of the date the Government desires to terminate.

#### ARTICLE 17. DELIVERY OF PREMISES

At the termination of this Lease Agreement, the Government will peaceably and without legal process deliver up possession of the Premises.

#### ARTICLE 18. INTERPRETATION AND LAW GOVERNING

The language in all parts of this Lease Agreement shall in all cases be construed simply and according to its fair meaning. This

Lease Agreement shall be governed by the laws of the Trust Territory of the Pacific Islands.

ARTICLE 19. GOVERNMENT REPRESENTATIVE

The sole representative of the Government for the purpose of this Lease Agreement shall be the District Administrator, Yap District, or such other person as the District Administrator may designate in writing as provided herein.

ARTICLE 20. LEASE AGREEMENT COMPLETE

It is hereby expressly agreed that this Lease Agreement contains all of the terms, conditions, and agreements between the parties relating to the Premises and that no prior oral or written understanding or agreement pertaining to the Premises shall be valid or of any force or effect and that the terms and conditions of this Lease Agreement cannot be altered, changed or modified except in writing signed by the parties hereto.

ARTICLE 21. LEASE AGREEMENT BINDING

It is agreed that the terms and conditions contained in this Lease Agreement shall be binding upon, and inure to be benefit of the heirs, legal representatives, successors, and assigns of both parties.

ARTICLE 22. LEASE AGREEMENT TRANSLATED: COPY GOVERNING

This Lease Agreement has been translated into the Yapese language which translation appears on the reverse side of the pages of this Lease Agreement. It is understood that in the event of any conflict between the English and the Yapese language versions, the English language version shall govern.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year written by their names below.

LESSOR

GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS

By:

Edmund Gilmar  
District Administrator,  
Yap District, pursuant  
to authority delegated  
in Part 485.1 of the  
Trust Territory Manual of  
Administration dated August 16,  
1973

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

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

\*\*\*\*\*

ATTESTATION

This Lease Agreement was signed by the Lessor in the presence of:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

ACKNOWLEDGMENT

TRUST TERRITORY OF THE PACIFIC ISLANDS)  
YAP DISTRICT ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me appeared the above named Lessor, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein set forth as his free act and deed.

IN WITNESS WHEREOF, I hereunder set my hand and official seal the day and year first above written in this acknowledgment.

\_\_\_\_\_  
Clerk of Courts  
Yap District

\*\*\*\*\*

CERTIFICATION AS TO TRANSLATION

I, \_\_\_\_\_, \_\_\_\_\_  
(name) (title)

hereby certify that the above Lease Agreement was executed in my presence by the above named Lessor; that to the best of my knowledge and ability, I correctly and accurately interpreted and translated the provisions of the within Lease Agreement from the English language into the Yapese language; that I am familiar, conversant and have a working knowledge of both languages; that I answered all questions relating to the terms or provisions of the Lease Agreement asked by the above named Lessor; that the above named Lessor indicated to me that he understood fully my interpretation and translation of the within Lease Agreement and that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand this \_\_\_\_\_ day  
of \_\_\_\_\_, 19 \_\_\_\_\_.

\*\*\*\*\*

GOVERNMENT APPROVALS

APPROVED AS TO FORM

APPROVED FOR THE DISTRICT  
OFFICE OF LAND MANAGEMENT

By: \_\_\_\_\_  
District Attorney

By: \_\_\_\_\_  
Harold Temme  
Acting District Land  
Management Officer

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

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

RECORDING OF LEASE AGREEMENT

Filed and Recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ at

\_\_\_\_\_ A.M./P.M., this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

---

Clerk of Courts  
Yap District

The Ralph M. Parsons Company

Engineers & Constructors

P. O. BOX 29886, HONOLULU, HAWAII 96820

STREET ADDRESS:  
550 Paia Street  
Honolulu, Hawaii

February 11, 1975

Telephone 817-2000  
(Area Code 809)

Yap Land Management Office  
Colonia, Yap District 96943  
West Caroline Islands

ATTENTION of Mr. Mike Allen

SUBJECT Location of R/W A4, Alt. 1  
Yap District Airport  
Parsons Job No. 5047  
Parsons Letter No. S-458

Gentlemen:

During a visit to Saipan during the week of February 10, 1975, Mr. Oliver and Mr. Dutton of this office were requested by Headquarters Personnel to send you the attached information. This data ties the proposed new airfield runway centerline to the existing runway and provides property requirements which define the boundary of the new airfield. Mr. Elias Okamura suggested this information would be useful to the consultant that you presently have doing cadastral survey work on Yap in locating the new airfield.

Very truly yours,

THE RALPH M. PARSONS COMPANY

By *John Dutton*  
for Milton C. Rote  
Vice President

Oliver:mg  
Enclosures (As above)

cc: Mr. Robert Green, Land Commissioner  
Mr. James R. Wheeler, TTPI  
Mr. Joseph W. Beadles, TTPI  
Mr. Herman C. Bliss, FAA

*copy received  
from Mike Allen  
on 18 Feb 75.*

*TD*

TITLE YAP- LOCATION OF R/W A4, ALT 1 THE RALPH M. PARSONS COMPANY SHEET NO. 1 OF 3

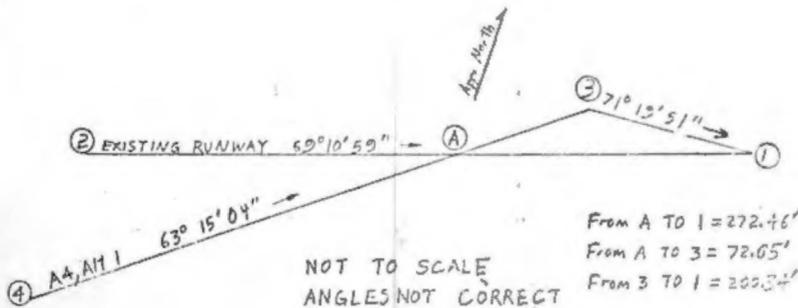
JOB NO. 5047 DEPARTMENT \_\_\_\_\_ AUTHOR E. Hermann DATE Feb 19, 1972

REV.	CHECKER	DATE	REV.	CHECKER	DATE	REV.	CHECKER	DATE

POINT	YAP GRID COORDINATE		DESCRIPTION
	NORTH	EAST	
①	175,703.57	103,575.31	EXISTING EAST THRESHOLD (MONUMENT)
②	173,986.22	99,058.34	EXISTING WEST THRESHOLD (MONUMENT "WEST END")
③	175,639.44	103,385.51	PROPOSED NEW EAST THRESHOLD
④	172,533.88	97,223.90	PROPOSED NEW WEST THRESHOLD

EXISTING RUNWAY AZMUTH, YAP GRID:  $69^{\circ} 10' 59''$

ALIGNMENT A4, ALT 1 AZMUTH, YAP GRID:  $63^{\circ} 15' 04''$





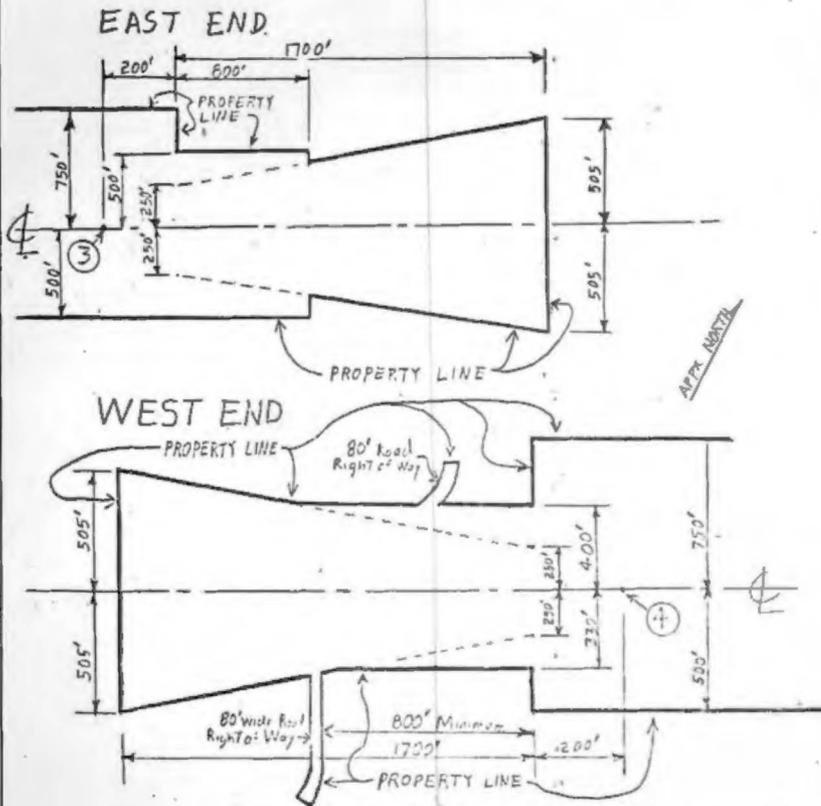
THE RALPH M. PARSONS COMPANY

TITLE YAP-LOCATION OF P.W. A-4, ALY 1 SHEET NO. 3 OF 3

JOB NO. 5027 DEPARTMENT \_\_\_\_\_ AUTHOR F. Harp... DATE Feb. 10, 1970

REV.	CHECKER	DATE	REV.	CHECKER	DATE	REV.	CHECKER	DATE

PROPERTY REQ'D AT CLEAR ZONES



Note: Property For Road Relocation Also required. Due To Grades, curves, etc The exact location should be determined in The Field.



The Adjutant General

January 4, 1941

Guam, Yap

Certification of Yap Airport and Road Plan B

Enclosed are final certification documents for Yap Airport and Road Plan B, submitted in accordance with the Manual of Administration Section 405.1.

Road Plan B and Road Plan B-1 (Administration building to Yap Legislature building) was previously certified. Copies of these documents have been included for your information.

  
John Mangafel

Enclosures:

1. Copy of Certification of Title & Title Opinion
2. Copy of Abstract of Title w/Drawings

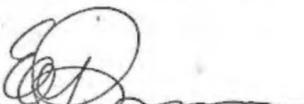
Addresses:

Officer in Charge of Construction, Marianas  
Director of Public Works, Headquarters  
Chief, of Lands  
State Land Management Officer, Yap  
Attorney General, Yap

OPINION ON TITLE TO REAL PROPERTY

I, ELON A. PLACE, Attorney General for The State of Yap, certify that I have reviewed the attached abstracts of title prepared by the State Land Management Officer. It is my legal opinion, based on said abstract of title, that as of January 3, 1980, The State of Yap was vested with fee simple title to the area within the Yap Airport, and with an easement for purposes of a road right of way for the proposed roads which are part of the Airport package.

January 4, 1980



ELON A. PLACE  
Attorney General, Yap State

CERTIFICATE OF SUFFICIENT INTEREST

I, JOHN A. MANGFEL, Governor of The State of Yap, by and under the authority vested in me by Part 3, Section 485.1(h) of the Trust Territory Manual of Administration, do hereby certify that The State of Yap possesses a sufficient interest in the Yap Airport land area, and the ancillary road system included in the airport package, as more particularly described in the attached maps and documents, and based upon the findings contained in the State Land Management Officer's Abstract of Title, and the Attorney General's Opinion on Title, hereby certify said sufficient interest so that construction may proceed.

January 4, 1980



JOHN A. MANGFEL  
Governor, Yap State

CERTIFICATE OF SUFFICIENT INTEREST

TRUST TERRITORY OF )  
THE PACIFIC ISLANDS, )  
YAP DISTRICT )  
\_\_\_\_\_ )

I, EDMUND GILMAR, District Administrator for Yap District, by and under the authority vested in me by Part 3, Section 485.1(h) of the Trust Territory Manual of Administration, do hereby certify that the Government of the Trust Territory of The Pacific Islands possesses a sufficient interest in the road right-of-ways included in packages "A", "B" and "C" as depicted in the attached maps and conveyances, and based upon the findings of the District Land Management Officer's Abstract of Title, and the District Attorney's Opinion of Title, certify said sufficient interest so that construction may proceed.

DATED this 10 day of June 1978, at Colonia, Yap, Trust Territory of The Pacific Islands.

  
EDMUND GILMAR  
District Administrator  
Yap District

OPINION ON TITLE TO REAL PROPERTY

I, ELON A. PLACE, District Attorney for Yap District, certify that I have reviewed the attached Abstract of Title, prepared by the District Land Management Officer. Based on the above Abstract of Title, it is my legal opinion that as of June 14, 1978, The Trust Territory of The Pacific Islands was vested with an easement for purposes of a road right-of-way upon and across the referenced parcels.

DATED this 11th day of June 1978, at Colonia, Yap, Trust Territory of The Pacific Islands.

  
ELON A. PLACE  
District Attorney  
Yap District

ABSTRACT OF TITLE

Right of Way, Road Plan B, Road Plan C and Road Plan B-1

The subject of this abstract are three separate road right of ways that follow existing primary roads in the Colonia Yap vicinity. Road Plan B begins at the road intersection at the present Public Works complex, crosses over the bridge of Chamorro Bay and Tomil Harbor, passes through Colonia, follows the primary road of the new Yap Hospital and ends at a point approximately 200 feet beyond the turnoff road to the hospital. Road Plan B lies within Nimar and Keng villages of Weloy Municipality.

Road Plan C begins at the road intersection at the bottom of Ganelay Hill and by the present Causeway Store, then follows along the south side of Chamorro Bay to the intersection at the Public Works complex. Road Plan C lies within Worowo' and Ngolog villages, Rull Municipality.

Road Plan B-1 begins at the road intersection in front of the present district administration building then extends easterly past the YCA store, the district supply and dock warehouse buildings, and ends at the south end of the present Yap Hospital. It is situated in Nimar village, Weloy Municipality.

All of this road Right-Of-Way follows, in close alignment but wider in width, then the existing water and sewer easement which was acquired by the Trust Territory Government in 1972 by Civil Action No 66, a Water and Sewer Condominium Action. This subject road right-of-way varies in width from 30 feet to as much as 50 feet depending upon the need between existing buildings, at road crossways and turn outs, culverts and bridges, and the need for cut and fill construction.

The three plans pass entirely through cadastral parcels of land, of both private and government ownership, that have been determined by Yap District Land Commission. Two Certificate of Conveyance for a Grant of Road Easement were signed by land parcel owners of both Municipalities. There are twenty-three landowners who signed the conveyance document for the thirty-nine privately owned land parcels of Weloy Municipality. Thirteen landowners signed for the seven privately owned parcels through which the right-of-way passes in Rull Municipality, and the remaining twenty-one parcels are of Trust Territory Government ownership. There are seventy-seven parcels encompassed by this abstract.

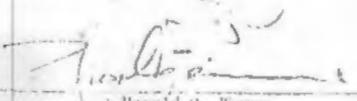
The two Certificates of Conveyance are a request that the Trust Territory Government upgrade, pave, and extend the width of the subject roads. Each owner signed individually, conveying to the Trust Territory of the Pacific Islands the necessary road easement as outlined in red on the nine maps attached to the document. The signatures were executed in May and June of 1978.

Attachments : Grant of Road Easement for Paumotu Parcels as Shown in Yap District Land Registry (two documents, Weloy and Rull Municipality)

Nine Road Right-Of-Way maps using the following cadastral parcels as base map: 002 H 00, 003 H 00, 009 H 00, 002 F 00, 005 F 00, 006 F 00, 007 F 00, 009 F 00, and 012 F 00.

I, Harold G. Tenme, District Land Management Officer of Yap District, Trust Territory of the Pacific Islands, have reviewed the foregoing documents, and have caused copies of same to be incorporated herein, and have made a physical inspection of the premises, and have questioned all particularly knowledgeable persons concerning title to that parcel of real property, the subject of this abstract, and have reduced to writing and incorporated herein. My title search began on May 1, 1978 and ended on June 14, 1978.

DATED June 13, 1978

  
Harold G. Tenme  
District Land Management Officer  
Yap District

OCTOBER 1978 CIP MEETING-----YAP

Notes on visit from following personnel on problems of Airfield, Rock Quarry, and other CIP projects as proposed for Yap in FY-79 and FY-80. Meetings took place in Yap from 26th to 28th.

Cndr. Doebler-----OICC, Marianas  
Dan Akimoto-----Program & Budget, OICC, Marianas  
Ken Yamada-----PAC Div, Honolulu  
Paul Wallrabenstein-----Lyon's Associates, Honolulu  
Koichi Wong-----Public Works, Palau  
Dr. Tom King-----Historical Preservation, Saipan

Representatives of Yap District present at meeting, etc:

Distad Gilmar  
Asst. Distad Hillary  
Spec. Assistant Sam Falenrew  
Elon Place, District Attorney  
Chuck Jordan, District Planner  
Glenn Lasker, OICC, Yap  
Harold O. Terme, Land Management  
Melairai, Public Works  
Mike Berman, Micronesian Legal Service, Yap  
Robert Green, Land Commission

Notes regarding proposed Airfield

Meetings took place concerning the big airfield problem during all 3 days, starting with an on-site inspection of the gravel area of Baker Road. Subsequently, other meetings were held in an Education classroom, Bob Green's house, the legislature building, the Distad's Office, Vicki's office, and between flight-time on Saturday at Yap's airport.

Basic discussion and problem concerned the moving of proposed Airfield to the East in order to avoid the cemeteries west of Baker Road. This involved airstrip alignment 5A and another similar alignment 5B at alignment 6. Likewise the big discussion centered on whether the strip should be widened from 6900 ft to 6000 ft. A long hassle over cost commenced-----the basic cost being somewhere between 13 to 15 million.

During the course of the meeting Micronesian Legal Service went out to see the landowners. The final upshot was that the landowners would like an airfield to be built but not west of Fedor road. On Friday the Distad reiterated that he still wished 6900 ft. The OICC said the cost would not allow it because they would have to cross the big draws when extending to the airport. They were around for 3 days and the final result was not a complete clear picture as to what kind of airfield we are dealing with. Other points of note on this are:

Even though the airstrip would stop at Fedor Road the excavation for clearance would extend across road into same graves. *Philippines Legal Service still does not go along with this.*

Scattered graves still remained on the main site to the East. Landoner's have given permission to remove these.

Discussions on alternate sites 2 and 2A to the South appeared to create more problems in cost, on village over flight, and house relocations.

The move to the east would bring in a new village (Yinuf). NOTE: After the meetings on Saturday Tom King made a field check of this area and the main proposed strip and found a number of new graves. At this date permission to move or disturb has not been given for those found within Tinof Village.

At flight time Saturday OICC left Yap and flew off with the idea that an additional meeting would be held in Guam.

JK  
10/31/78

Update on Yap Airport

October 4, 1978

During September Distad Gilmar and Sam Falanrew met with the landowners--- especially with those landowners who have graves on the western and north-western end of proposed airfield.

The meeting took place at existing airport. Mike Berman, MLS lawyer was with them and at this meeting. Gilmar and Sam became convinced that the landowners were not going to give the land, the only way being condemnation. This would be a long drawn out affair.

Consequently, the Planner and District Attorney met with Distad Green and myself did not attend and suggested that a new meeting with Navy and Lyons be called. The Distad agreed and messages to Navy and Lyons have gone out to this effect. Also Lyons drilling to began this month of October has been called off pending the outcome of new meeting.

This new meeting to be held in Yap with Lyons and OICC (Navy) was to be held October 16th. However, I just heard the October 26th is now being tried as a date due to fact that District Attorney and Sam Falanrew will be off island on the 16th.

The District's primary reason for calling the meeting is to see if the abignment can be slifted enough to miss the troublesome graves.

Possible appraiser for the Airport

The distad wished for me to check if there was any land appraisal in Guam that we could get cheaper then Cowell of Hawaii. Don Cowell estimated to me that an appraisal of the airport would cost between \$15,000 to \$20,000. Distad felt this was way too expensive.

Consequently, I looked into the Guam telephone book and come up with Gaspard & Co as land appraisors. A inquiry letter was sent to them. Last week, we received a dispatch from a Mr. Gaspard saying that he was coming down on Saturday's Air Mike flight. Reason was to talk to Mr. Gilmar and look over the sight. I went out to the airport Saturday and Monday but he did not show.

The Distad still has San Falanrew appointed as coordinator and negotiator for the government with the people.



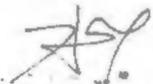
Notes on the WSEA/Staff Housing Proposed Lease

10/4/78

Sam Falenrew was also appointed negotiator for the people on this problem. I've tried to keep informed on it for the record and Sam told me he had one meeting-----I don't know whether it was with all the people or just Fallewaath.

Anyway, Fallewaath has objected to the amount of money as specified in the appraisal as being too low. He has gone to Mirconesian Legal Services.

Just today MLS lawyer, Mike Berman told me (off the record) that he just filed suit on the case for \$26,000-----I imagine that figure refers to back rental??

A handwritten signature in dark ink, appearing to be 'ASJ', is located in the lower right quadrant of the page. The signature is stylized and somewhat cursive.



Varden Beck  
Projects Division, Pacific Area  
Lyon Associates, Inc.  
Hawaii Building, 745 Fort Street  
Honolulu, Hawaii 96813

Sept 23, 1978

Dear Varden:

Before Lyon's surveyor, Bob Haglin left Yap last week we discussed his completed work and what information he could leave with the Yap Land Management Office. We have an item which I missed telling him about. That is, the positions of the graves which fall within Yap's proposed new airfield. Bob was working on plotting these graves up until the time he left. I'm not sure whether he had completely finished his map. At any rate, I failed to get this information from him before he left.

We would appreciate it if you could send a map which show the position of the graves. A copy of Bob's work sheet would do if you have nothing else. We are still talking with the landowners concerning the alignment of site 5-A, and the number of graves, and grave location still remains our biggest problem in the negotiations. Therefore, anything you could send us concerning this matter would be most appreciative. Thank you, and best regards.

Sincerely,

Harold O. Young  
District Land Management Office  
Yap, Western Caroline Islands  
96943

cc: District Administrator, Yap  
✓ Chief of Lands, Headquarters



178.70.5.6

Michael J. Barson  
Managing Attorney  
Heronwood Legal Service  
Colonis, Yap  
Western Caroline Islands 96943

July 13, 1978

Dear Mike:

In reference to your letter dated May 9, 1978 in which you desired us to keep you informed on the ground survey of the proposed airport, known as "Alignment 5 A", I would like to inform you that a Lyons Associate survey team, headed by Mr. Bob Raglin, has arrived on the island for the purpose of surveying the safety zone of that project and identifying the boundary with markers.

Mr. Raglin has also informed us that one of the first things he would like to do is mark and identify the centerline of the proposed airstrip. To assist him in establishing this line he would like the aid of a bulldozer for line clearing purposes. The use of the bulldozer is scheduled to begin Thursday (July 13th) of this week.

I have talked with the mayor of Nell and the two magistrates of Kanify and Balipebinau concerning this matter. It is agreed that somebody should be on the site at the time the bulldozer is working, and tentatively we have agreed that Land Management or Land Commission personnel would do this. Mr. Raglin has said that the line could be brushed and cleared by hand at certain areas if the graves become a problem.

I will continue to keep you informed. If you foresee any problems or wish to discuss this matter please feel free to give us a call.

Harold O. Tuma

cc: District Administrator, Yap  
Chief, Lands & Surveys  
District Attorney, Yap  
Senior Land Commission, Yap



178-70.5.6

NNZCZC SHA008

INFO.....LFS  
INFO.....D/R2D

ZCZC YS475/16 SGA SHA ZCZC DY4001/16/TM  
PTTUZYUW RUHGSAA#201 0750002-UUUU--RUHGSUU.  
ZNR UUUUU  
P 1600P2Z MAR 78  
FM DISTAD YAP CAROLINE ISLANDS  
TO OICG MARIANAS GUAM MARIANAS ISLANDS  
INFO ZEN/HICOMTERPACIS SAIPAN MARIANAS ISLANDS

BT  
UNCLAS

CAPT SMITH X LAST TIME YOU WERE IN YAP YOU INDICATED THAT BURKE WAS TO COME TO YAP FEB X WE UNDERSTAND THAT HE WENT TO PALAU X WE ROST THAT EITHER BURKE OR SOMEONE FROM YOUR OFFICE COME TO YAP WITHOUT FURTHER DELAY TO REVIEW PROJECT STATUS X WE ARE ANXIOUS TO PROCEED WITH LAND ACQUISITION BUT CANNOT DO SO UNLESS WE KNOW FOR SURE WHERE THE SITES ARE X AIRPORT IS AN EXAMPLE AND WERE CONCERNED ABOUT IT BECAUSE ITS A MAJOR PROJECT X LAND ACQUISITION/CERTIFICATION IS A TIME CONSUMING PROCESS AND THEREFORE THE EARLIER WE START ON IT THE BETTER CHANCE FOR US TO BE ON TIMELY SCHEDULE FOR PROJECT COMPLETION X DIFF BUT RELATED SUBJECT X GROUNDBREAKING CEREMONY FOR YAP DOCK IS POSTPONED UNTIL SUCH TIME AS MAY BE CONVENIENT FOR OICG AND NAVY X MONTH OF MAY AS YOU MENTIONED WAS RELATED TO EX OFFICER MOSES WHEN HE WAS IN YAP X WE ASKED HIM TO COORDINATE WITH HICOM AND OICG FOR BETTER TIMING AND TO LET US KNOW X DISTAD GILMAR SENDS

BT  
#0201

DIVISION OF LANDS AND SURVEYS  
INCOMING  
DISPATCHED TO 5356

NNNN

RECEIVED  
MAR 17 1978

*Inf*

178-70.5.6



TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

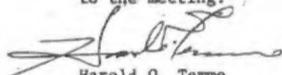
TO : District Administrator, Yap  
 FOR : District Finance Officer, Yap  
 FROM : Land Management Officer, Yap

DATE: November 23, 1977  
 Serial: LMY 01118  
 File LM-2-4

SUBJECT: Justification for trip to Honolulu---Oct 25 to Nov 8, 1977

Travel to Honolulu was made by myself upon request of District Administrator to attend meeting with him and personnel of the Federal Aviation Authority and the Navy Pacific Engineering Division Command. The meeting involved the discussion of progress and plans for Yap's Capital Improvement projects---with special emphasis on the proposed airport.

The travel to the meeting was made by myself from Nebraska to Honolulu and return to Missouri. This route was taken because I was on vacation at the time. Travel on this route involved basically the same transportation costs as from Yap to Honolulu and return, and permission to attend the meeting in this manner was granted by Distad. Attached is the trip report to the meeting.

  
 Harold O. Temme

cc: Chief, Lands &amp; Surveys



TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : District Administrator, Yap

DATE: November 23, 1977  
Serial: LMY 01119  
File LM-2-4

FROM : Land Management Officer, Yap

SUBJECT: Trip Report--FAA/PACDIV Meeting, Honolulu

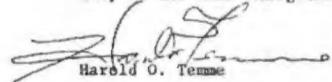
Travel to Honolulu for the meeting scheduled by the U.S. Federal Aviation Authority and the Navy Pacific Division Engineering Command was made by myself from Nebraska on October 25th. Arrival was in the late afternoon of that same day.

The meeting commenced on the morning of October 26th and continued through the afternoon of the same day. The District Administrator and myself represented Yap. In attendance also were members of the engineering firm of Lyon's Associates, as well as, personnel from the Federal Aviation Authority (Honolulu Office) and members of the Naval Pacific Division Engineering Command.

The basic purpose for the meeting was to update the progress accomplished so far on the Yap District proposed Capital Improvement projects and to go over the impending new problems involved with these projects. Lyon's Associates, the contract firm who are doing the engineering study on these projects, presented their 30% completed design plans and special attention at the meeting was given to problems of the proposed new airport and the upgrading and pavement of the district road project. The meeting was concluded in the late afternoon of October 26th.

On the evening of that same day, October 26th, I secured a seat on an air flight back to the States to continue the remainder of my vacation. Due to previous commitments I did not fly directly to Missouri, but stopped in Wyoming for 10 days prior to the flight to Warrenton, Missouri, at which point the Travel Request had been arranged to be ended.

The vacation was ended on November 21st, at which time I return to full duty at the Land Management Office of Yap.

  
Harold O. Temme

cc: Chief, Lands & Surveys



178 11.5.6

END

OF

ROLL

PLEASE REWIND



**FILE  
END**