



**FILE
START**

**Some pages
unreadable
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More info on why

Computer # _____

TRUST TERRITORY OF THE PACIFIC ISLANDS--ARCHIVES SURVEY FORM

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

Subgroup of the above:

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

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

Brief description:

Geographic area dealt with in materials:

TTPI at large: ✓
Individual districts:
Individual governments:
Individual islands: ✓
Other:

Span of years covered by materials: 1950-1972

Format of information:

Correspondence: ✓
Reports:
Clippings:
Other:

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

Geographically:
Chronologically: ✓
By subjects:
By organization:
Other:

Physical location of materials: (Area where presently located)

Office: Subgroup:
File cabinet number:
Drawer number: 5
File folder number:
Estimated quantity of materials: 4

Recorded by:

Date:

Disposition of originals:

Microfilm roll No.: 15

Frame #:

he files)

Public Land

February 28, 1972

TO : Sea Bee Board
 Yap District

FROM : Council and Resources Control Committee
 of Rull

SUBJECT: Use of Coral from Rull Coral Pit

The Council of Rull and Resources Control Committee of Rull have asked me to inform you that the municipalities of Gillman and Kanifay are not allowed to take coral from the Rull coral pit without payment, effective immediately.

We are sorry that such a drastic measure is necessary. However the people of Rull are taking this measure so that the leaders of the above municipalities can better understand our position. We are disappointed that the leaders of Kanifay and Gillman recently signed a petition requesting the High Commissioner to undertake eminent domain proceedings to obtain the use of Rull land for the enlargement of the water reservoir without preliminary hearings. We had agreed to lease the land in question to the Government at a fair price. This issue at hand is that the Government does not want to pay what we consider a fair price. By signing this petition, the people of other municipalities are siding with the Government to force us to accept whatever price the Government will pay. We feel that this is not to our best interests nor the best interests of the rest of Yap as the placing of such a low value on our land devalues all land of Yap.

In the past the resources of Rull have been quite freely used by government agencies. Now we are concerned that the Government and people of other municipalities are beginning to think that our resources are free or cheap. We think that it is time to remind people that we value the lands and resources of Rull just as they must value their own lands. If the leaders of other municipalities understand this, then they would understand why we want to receive fair compensation for the use of our resources.

Page 2

The most valuable possession of a warero is his land. Let us not lose our most precious possession thru flowery words and tricky agreements, as have the people of other districts in Micronesia.

We ask that you comply with this measure. Observers from Hull will be on site to see that this restriction is carried out.

Sincerely,

Sam Palanruw
Secretary

cc District Administrator, Yap District ✓
Magistrate Kanifay
Magistrate Gilman

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the High Commissioner, Saipan

TO : Commissioner for Resources & Development

DATE: January 20, 1969

FROM : Commissioner for Administration

SUBJECT: Contract TT-412: Catholic Mission, Yap: Quarry Rights

Reference (a): Part 201.12 of the Manual of Administration.

In accordance with the provisions of Reference (a), I am hereby transferring responsibility for the administration of subject contract to your office.

I am also attaching herewith a copy of this contract which was executed March 14, 1967. I have no knowledge at this time as to whether this lease is still in effect and the provisions being complied with. I would like to suggest that this be reviewed with the District Administrator, Yap.



J. F. Screen

Attachments

cc: District Administrator, Yap
Catholic Mission, Yap
Attorney General
Comm/PW

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

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 J. F. Screen

Attachments

cc: District Administrator, Yap
 Catholic Mission, Yap
 Attorney General
 Coma/FW

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

TO : Commissioner for Resources & Development DATE: January 14, 1969

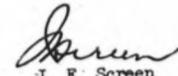
FROM : Commissioner for Administration

SUBJECT: Contract TT-367: Lease of Quarry Site From Andrew Roboman, Yap.

Reference (a): Part 201.12 of the Manual of Administration.

I am forwarding herewith a copy of Contract TT-367 between the Government and Mr. Roboman of Yap which is applicable to a two-year lease of a quarry site. Because there is no evidence of renewal, it is presumed that this was automatically terminated as of January 7, 1967. This should, perhaps, be confirmed.

Administration of this contract is transferred to your office in accordance with Reference (a).


 J. F. Screen

Attachment

cc: District Administrator, Yap
 Attorney General
 Director, Budget & Finance
 Mr. Andrew Roboman, Yap

DATE: January 14, 1969

From Andrew

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TRUST TERRITORY OF THE PACIFIC ISLANDS
Office of the District Administrator
Yap District

CONTRACT NO. TT-367

This Agreement, made this 8th day of January, 1969,
by and between the Government of the Trust Territory of the Pacific Islands,
hereinafter called the "Government", represented by Hayward Keas, District
Administrator of the Yap District, Trust Territory of the Pacific Islands,
Contracting Officer for the Trust Territory of the Pacific Islands, and
Pacific Islands, and Andrew Robinson, hereinafter called the "Grantor."

WITNESSETH: that,

Whereas, the Grantor is the sole head of the estate (fiteach) called
Fenuivol, situated in Suor Village, Suoy Municipality, Yap District, of
which a certain parcel of land called Fan Eiseol, hereinafter called the
"premises", is a part;

Whereas, there is situated upon the premises quantities of rock which
the Grantor desires to have removed; and

Whereas, the Government has need of rock road fill and for construction
purposes from time to time;

Now, Therefore, in consideration of the mutual agreements hereinafter
set forth and the mutual benefits to be derived therefrom, it is agreed as
follows:

1. The Grantor hereby leases to the Government for a term of two years
(2), the above described premises for the exclusive purpose of developing and
operating a rock quarry on the premises.
2. The Government, as full consideration for the lease granted herein,
agrees to pay to the Grantor ten cents (10¢) for each cubic yard of rock and
aggregate which is quarried from the premises and loaded at the premises for

removal therefrom, such volume to be calculated solely from the records kept by the Government or such person, firm or Trust Territory or U. S. Government agency permitted by the Government to use the premises. Volume shall be measured at the time of loading.

3. The Government may use such equipment and establish such structures, and improvements on the premises and may alter or destroy the premises as it shall deem necessary and expedient in order to further the purposes of this agreement. Damage to food trees or crops, or trees or crops of commercial value shall be the subject of separate negotiation, subject to the provision of Article 9.

4. The Grantor grants to the Government full and free right, liberty and authority, of ingress and egress over the premises in order to further the purposes of this agreement.

5. If the Government determines that it no longer has a need for the quarrying activities on the premises prior to the expiration of this agreement, the agreement may be terminated by the Government upon written notification to the Grantor.

6. The Government agrees that it shall leave the premises at the base of the quarried area and the portion of the premises bordering the road not lower than the level of the road bed adjacent to the eastern boundary of the land.

7. The Government shall have the right to assign all rights hereunder to any party without notice to the Grantor.

8. The Government shall not be liable, for, and the Grantor hereby expressly releases the Government from, any and all claims, suits or demands of any nature whatsoever arising directly or indirectly from use of the premises under this agreement, except as such claims, suits or demands arise directly from acts of the Trust Territory Government or its employees.

9. It is expressly understood that if the Government assigns all or

premises under this agreement, and
directly from acts of the Trust Territory Government or its employees.

9. It is expressly understood that if the Government assigns all or

- 2 -

any part of its rights hereunder to another person, firm or U. S. Government agency, the Trust Territory Government assumes no liability for any damage to the premises by action of such assignee, the Government hereby agreeing, however, to assist the Grantor in obtaining just compensation from such assignee.

10. Within ninety (90) days after the termination of this agreement, whether by decision pursuant to paragraph 5 or by passage of the contractual period of two (2) years, the Government agrees, and the Grantor shall permit the Government, to clear the land and to remove all equipment, structures, and improvements established on the premises by the Government, except such as may be later agreed upon by the parties and approved as an amendment to this agreement.

In Witness Whereof, the parties hereto have set their hands and seals as of the day and year first above written,

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

By: *Haynaru Gas*
Haynaru Gas, Contracting Officer
for the High Commissioner

Signed: *A. J. Robinson*
Grantor

as of the day and year first above written.

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

By: *Raynaru Tareg*
Raynaru Tareg, Contracting Officer
for the High Commissioner

Signed: *A. J. Screen*
Grantor

MEMORANDUM FORM TT-5706

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the High Commissioner, Saipan

TO : Commissioner for Resources & Development

DATE: January 11, 1969

FROM : Commissioner for Administration

SUBJECT: Contract TT-181 - Quarry Lease at Yap

Reference (a): Part 201.12 of Manual of Administration

I am forwarding herewith for your information and files one copy each of Contract TT-181, and Amendments 1 through 4 thereof, which apply to a quarry lease between the Government and Tareg.

Amendment 4, extended the lease until March, 1967, and inasmuch as there is no evidence that it has been further extended, we are assuming that it has expired and is no longer in effect.

This is for your appropriate action.

J. F. Screen
J. F. Screen

Attachments

cc: District Administrator, Yap
Attorney General
Director, Budget & Finance
Mr. T. Tareg, Yap District

DATE: January 11, 1969

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Contract TT-413

ARRANGEMENTS

THIS AGREEMENT made this 14th day of March 1957, between the Trust Territory of the Pacific Islands, hereinafter called the "Government," and the Roman Catholic Vicariate of the Caroline and Marshall Islands, hereinafter called the "Vicariate."

WITNESSETH:

WEHMAS, the Vicariate holds title to the lot or parcel of land located on the island of Wp, Western Caroline Islands, Trust Territory of the Pacific Islands, more particularly described as follows:

An area of 8,264 acres of land as shown outlined in and on Drawing No. T-4777, dated November 9, 1956, filed with the Clerk of Courts, Top District on the 10th

day of January, 1957, and attached hereto and incorporated herein by reference.

hereinafter called the premises, and

WEHMAS, the Government desires to have certain rights to this land for an indefinite period; and

WEHMAS, a former indefinite use agreement granted to the Government by the Vicariate, dated November 9, 1956, was terminated by mutual agreement during 1965, and

WEHMAS, the parties now desire to enter into a new agreement; NOW, WHEREFORE, in consideration of the mutual promises and covenants herein the parties enter into the following agreement:

1. The Vicariate grants to the Government the right to remove from the above described parcel of land all stone, rock, and soil; and, in general, to use this land as and for a rock quarry for such time as shall be mutually agreeable.

2. The Vicariate grants to the Government full and free rights, liberty and authority, of ingress and egress to and from the above

general, to use said land in the manner
shall be mutually agreeable.

2. The Vicariate grants to the Government full and free right,
liberty and authority, of ingress and egress to and from the above

described parcel of land and all other rights deemed necessary to
the operation, by the Government, of the land as a rock quarry.

3. As consideration herein, the Government agrees to deliver
aggregate (crushed rock) to the Vicariate, upon its written order,
at times and in amounts as mutually agreed between the parties, but
in no event shall the total amount of such aggregate exceed 100
yards in any 12-month period.

4. It is further understood and agreed that delivery of
aggregate (crushed rock) to the Vicariate shall be dependent upon
operation of the quarry by the Government and that the Government
shall not operate said quarry solely for the purpose of supplying
aggregate to the Vicariate pursuant to paragraph 3 above.

5. Both parties agree that the Government will not use the land
for any purpose except as stipulated in No. 1 and No. 2, and that
upon termination of this agreement the Government will not be obliged
in any way to restore the land to its present condition.

6. This Agreement shall terminate upon the giving of notice by
either party of its intention to so terminate not less than 30 days
from the date of receipt of the notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this
agreement as to the day and year first above written.

GOVERNMENT OF THE UNITED TERRITORIES
OF THE PACIFIC ISLANDS

By _____

Contracting Officer for the
High Commissioner

ROMAN CATHOLIC VICARIATE OF THE
CAROLINE AND MARSHALL ISLANDS

By _____

528 COLLEGE BLDG
2001 MARSHALL ISLANDS
MARSHALL ISLANDS

5. Both parties agree that the Government will not use the land for any purpose except as stipulated in Pt. 1 and Pt. 2, and that upon termination of this agreement the Government will not be obliged in any way to restore the land to its present condition.

6. This Agreement shall terminate upon the giving of notice by either party of its intention to do so, provided not less than 30 days from the date of receipt of the notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as to the day and year first above written.

COMMISSIONER OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS

[Signature]
High Commissioner

SEAL OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS

SON OF LLOVE LEE
2011 MAR 10 10 30 AM '67
UNIVERSITY OF YAP

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : Assistant Commissioner/Administration

DATE: January 12, 1967

FROM : District Administrator, Yap

SUBJECT: Catholic Quarry Lease

The lease forms for the Catholic Quarry are attached to this memorandum. The map, No. Y-6777, was filed in the Clerk of Courts office on January 10, 1967.

To answer your memorandum of December 25, 1966, I conferred with Fr. Condon, who has signed the agreements.

It is definitely understood by the church that we cannot furnish any aggregates as per the lease, unless we are operating the crusher on regular Trust Territory business.

The only reason we operate the quarry is for aggregate for construction. There have been times when we have not operated for a year or more. Recently we supplied the contractor for the Weather Bureau airport site with 300 cubic yards. It is possible that we may have to operate it for the Mobil Oil constructors soon.

However, we do have an understanding with the Catholic church that if we are not operating the crusher the must wait until we have enough demand to re-open the quarry.

It is estimated that there is approximately 12,000 cubic yards of aggregate left in the leased property.

Cost of operation of the crusher during the last several weeks has averaged approximately \$7.50 per cubic yard.

William C. White
William C. White

Attachments: As stated

cc: High Commissioner.
District Public Works Officer.

178-745

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REV. 2-20-45

Administrative, Administration & Development

Department of Land Management

Statistical Section, Land Survey by Topographical
No. 178-745

Reference is made to documents dated September 12, 1949 and November 22, 1949 from the Director, Administration, Top. Section, Division of Land Management, 178-745 to advise the past period.

The memorandum of the Deputy Attorney General dated September 22, 1949 to the Director, Administration, Top. Section, Division of Land Management for approval before being sent out of the Department Office, but the same has not been received or acted to the Director, Administration, Development and Development.

Accordingly the Director, Administration, in accordance with the Topographical Section's Administrative Directive 42-17 passed the same to the Department Office of Land Management for consideration before it is sent to your office for action.

As the technical description in the lease did not identify or describe the boundaries of the land being utilized for the quarry and as no survey was run showing a survey instrument was found by an office in Division District Surveyor, Elmer L. Day to survey this tract in conjunction with surveys he was carrying out at the Top Soil Mill and Installation sites. Results of the survey by office drafting staff from the Engineering and Construction Service at Elmer are on survey or cartographic drafting personnel on the staff of the Department Office of Land Management were daily was reviewed before the survey negotiations and drafting could be completed.

I would like to point out the very significant requirement of the statute whereby to have land surveyed, boundaries identified and monumented and a survey map as so interpreted in the lease document.

This quarry is in an urban area bounded on two sides by private land, the third side by a road and waterway and the fourth side by the Public Waterways. Because quarrying has been going on for some considerable time, the quarry floor is now within 2 feet of the various boundaries of the adjacent land. This seems to say that if the survey was not carried out and the boundaries identified very shortly the quarrying would have encroached on and onto private land and claims for damage would surely have followed as soon as the extent of quarrying was such that a sufficiently

178-745

REV. 2-20-45

High school...

The amount of quarry...

The lease document...

I would like to point out...

I would like to point out...

Attachment: 4/3
Mr. Attorney General
Chief Engineer
Elmer, Top
Dist. Land Mgt. Div.

WAM:Grach:ora
File: LX 178,22.3

High Commissioner

Nov. 23, 1948

Director Administration, My

Catholic Mission Stone Quarry

I am attaching a copy of a memorandum dated November 22, 1948, from Father Gordon of the Catholic Mission on My with reference to the Catholic Mission Stone Quarry. Subject memo is self-explanatory and it is our opinion that this contract or agreement should have been either registered or a reply of some kind should have been sent to Father Gordon.

The State informs us that he spoke to Mr. McKeith, Director of Land Management, that he was here recently, but did not receive any indication of whether or not this contract will be negotiated.

We have removed quite an amount of rock from this area already. We have sound our operations until we hear from Headquarters.

W. G. White

Attachment

cc: Dirland Hq, Saipan ✓ (no attach)
Atty General, Saipan

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FM HICONTAFACIS SAIPAN
TO BISTAB YAP

SRGI

BT
UNCLAS I REFERENCE YOUR MEMO DATED NOVEMBER 23 CATHOLIC MISSION STONE QUARRY I DELAY IN COMPLETION CONTRACT DOCUMENT BUT NECESSITY HAVE PROPERTY SURVEYED AND BOUNDARIES MAPPED ENABLE SURVEY MAP BE INCLUDED IN CONTRACT DOCUMENT I SURVEY MAP IS NOW COMPLETED AND CONTRACT DOCUMENT WILL BE FORWARDED ASAP FOR EXECUTION BY CATHOLIC MISSION I APPRECIATE YOU ADVISE FATHER GORDON REASONS FOR DELAY

74.5

NOV 23 1948
RECEIVED
ADM. DIV.
SAIPAN

NOV 23 1948
RECEIVED
DISTRICT ADMINISTRATOR
CATHOLIC MISSION, TUGAUA
TONGAREVA

NOVEMBER 23 CATHOLIC MISSION STONE
CONTRACT DOCUMENT DUE NECESSITY HAVE
MAPPED KNABLE SURVEY MAP BE INCLUDED
IF IS NOW COMPLETED AND CONTRACT
FOR EXECUTION BY CATHOLIC MISSION
LONDON REASONS FOR DELAY

High Commissioner
Attention: Attorney General

Sept. 15, 1948

District Administrator, Tuga

Rock Quarry at Catholic Mission Site

We are attaching a copy of a letter dated September 15, 1948, received from the Catholic Mission on Tuga. He believes that the subject matter is self-explanatory.

About a year ago, we ceased taking rock and aggregate from this site, after a verbal request was made by the Mission to forego the use of the site. The Mission was never enthusiastic over the 10¢ per cubic foot price, expressing a need for the aggregate themselves rather than accepting the minimal price in cash.

Our Public Works Officer would rather agree to the suggested "deal" or arrangement, instead of the payment of 10¢ per cubic foot. Another privately-owned site still is being utilized, and the owner seems quite happy with the price.

It is suggested that the Attorney General's office furnish us with a legal document which will permit us to utilize this quarry. The Mission is building new additional classrooms and it is to the benefit of the District to have the added educational plant.

Please advise us as soon as possible if an arrangement can be made along these lines. The program planned is within the district planning features of this area.

W. C. White

cc: Dir. W
Chief Eng.
Catholic Mission, Tuga

765 file on 178223

TRUST TERRITORY OF THE PACIFIC ISLANDS
TUGAUA DISTRICT

CHARTER OF THE TERRITORY OF THE PACIFIC ISLANDS

UNITED STATES DEPARTMENT OF THE INTERIOR
 From Territory of the Pacific Islands
 Top District
 Western Caroline Islands



OFFICE OF THE
 DISTRICT ADMINISTRATOR

In reply, refer to
 Serial

APR 30 1959

PLATE TAND & CLAIMS 1-1
 (TANG-CLAIMS 10.0)

MEMORANDUM
 For: Deputy High Commissioner
 From: District Administrator

Subject: Extension of Contract No. IT-161 for rock-quarrying rights

Subject contract expired March 11, 1958. Prior to expiration, the landowner, Tang, agreed to grant continuing quarrying rights to the government under the provisions contained in the contract. He also looked requesting official extension or renewal.

It is requested that Contract No. IT-161 be renewed or extended for an additional two years, at the end of which period (or before) we can determine whether additional rock is needed and available or whether to relocate our quarrying and rock-crushing operations.

Robert Halverson

1. The District Administrator is requested to...
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74 TT-181
TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap
File: Land & Claims 1-1
(Tareg-Claim No. 8)

TO : Acting Deputy High Commissioner

DATE: May 23, 1961

FROM : Assistant District Administrator, Yap

SUBJECT: Extension of Contract No. TT-181 for rock quarrying

Reference is made to the former Deputy High Commissioner's memorandum dated March 22, 1961, same subject.

In consultation with the landowner Tareg regarding the proposed payment for rock as stipulated in the proposed extension of Contract TT-181 he asserted that there was very little quarried rock existing on the premises and further agreed to a price of \$.10 per cubic yard of rock.

We informed Mr. Tareg that the matter would be forwarded to your office for approval based on a re-survey of the premises to determine how much of an area remained.

A re-survey was recently completed and there exists 21,975 cubic yards of rock remaining to be quarried.

The payment of \$.10 per cubic yard is at least 25% cheaper than any other fill available.

We are forwarding the enclosed contract for your perusal and approval of the adjusted price above, before constituting a correction.

*not used
any info kept
for info purposes
has been destroyed*

J. P. Mosher
J. P. Mosher *JPM*

Encl. a/s

WPA SC 2 23 1961

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Memorandum No. 1
Contract No. 77-121

This agreement, made as of the 13th day of March, 1959, by and between the Government of the Trust Territory of the Pacific Islands, hereinafter called the "Government", represented by J. C. FISHMAN, Contracting Officer for the High Commissioner of the Trust Territory of the Pacific Islands, and TAVES, hereinafter called the "Contractor", as Addendum No. 1 to Contract No. 77-121.

WITNESSETH:

Whereas, the parties hereto entered into a certain contract as of the 13th day of March, 1957, by the terms of which the Government was granted the right to quarry corals from the premises of the Contractor for Government use; and

Whereas, the Government is desirous of extending said contract, and the contractor is agreeable to the extension of said contract for an additional two (2) year period;

Now, THEREFORE, in consideration of the premises set forth, the parties hereto mutually agree that Contract No. 77-121 is hereby extended for an additional period of two (2) years from the 13th day of March, 1959, and under the same terms and conditions as specified in Contract No. 77-121.

In witness Whereof, the parties hereto have hereunto set their hands as of the day, month and year first above written.

Government of the Trust Territory
of the Pacific Islands

By J. C. Fishman
J. C. FISHMAN, Contracting Officer
for the High Commissioner

TAVES
TAVES

Whereas, the Government is desirous of extending said contract, and the Contractor is agreeable to the extension of said contract for an additional year (1) year period;

Now, therefore, in consideration of the premises set forth, the parties hereto mutually agree that Contract No. TT-121 is hereby extended for an additional period of one (1) year from the 15th day of March, 1959, and under the same terms and conditions as specified in Contract No. TT-121.

In witness whereof, the parties hereto have hereunto set their hands as of the day, month and year first above written.

Government of the Trust Territory
of the Pacific Islands

By Signed

J. C. Putnam, Contracting Officer
for the High Commissioner

Signed
Name

Contract No. TT-121

THIS CONTRACT IS MADE THIS 15th day of March, 1959, by and between the Government of the Trust Territory of the Pacific Islands, hereinafter referred to as the Government, and J. C. Putnam, hereinafter referred to as the Contractor, for the extension of the contract for the construction of the Trust Territory of the Pacific Islands, hereinafter referred to as the project, for a period of one (1) year from the 15th day of March, 1959, and under the same terms and conditions as specified in Contract No. TT-121.

1. The Contractor hereby agrees to the extension of this contract for a period of one (1) year from the 15th day of March, 1959, and under the same terms and conditions as specified in Contract No. TT-121.

2. The Contractor hereby agrees to the extension of this contract for a period of one (1) year from the 15th day of March, 1959, and under the same terms and conditions as specified in Contract No. TT-121.

3. The Contractor hereby agrees to the extension of this contract for a period of one (1) year from the 15th day of March, 1959, and under the same terms and conditions as specified in Contract No. TT-121.

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : HIGH COMMISSIONER
THRU: DISTRICT ADMINISTRATOR

DATE: MARCH 19, 1963

FROM : ASSISTANT DISTRICT ADMINISTRATOR

SUBJECT: CONTRACT No. TT-151 - ADDENDUM No. 3

FORWARDED HERewith FOR YOUR APPROVAL ARE THE ORIGINAL
AND THREE COPIES OF SUBJECT CONTRACT.

J. P. Mosher
J. P. MOSHER

ENCLOSURE
A/S

[Faint, mostly illegible typed text on the left page]

[Handwritten signatures and initials on the left page]

THE PACIFIC ISLANDS

Office of the District Administrator, Yap

MISSIONER
DISTRICT ADMINISTRATOR

DATE: MARCH 19, 1963

T DISTRICT ADMINISTRATOR

No. TT-151 - ADDENDUM No. 3

HEREWITH FOR YOUR APPROVAL ARE THE ORIGINAL
COPIES OF SUBJECT CONTRACT.

J. P. Mosher
J. P. MOSHER

District Administrator, Yap

High Commissioner

Contract No. TT-151, Addendum No. 3

We refer to your memorandum of March 19, 1963, forwarding the above Addendum for signature by the District Administrator. The Addendum has been executed, and the original and two (2) copies are returned herewith.

M. W. Goding

ORIGINATOR:CBHUGHES
File: Legal

Mar. 21, 1963

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

Addendum No. 4
Contract No. TT-181

This agreement, made as of the 24th day of March 1965, by and between the Government of the Trust Territory of the Pacific Islands, hereinafter called the "Government," represented by J. M. Spivey, Contracting Officer for the High Commissioner of the Trust Territory of the Pacific Islands, and Tareg, hereinafter called the "Grantor," as Addendum No. 4 to Contract No. TT-181;

WITNESSETH:

WHEREAS, the parties hereto entered into a certain contract as of the 12th day of March 1957, by the terms of which the Government was granted the right to quarry rocks from the premises of the Grantor for Government use, the terms and conditions of which were extended to March 12, 1965, by Addendum No. 3, and,

WHEREAS, the Government is desirous of extending said contract, and the Grantor is agreeable to the extension of said contract for an additional two (2) year period,

NOW, THEREFORE, in consideration of the premises set forth, the parties hereto mutually agree that Contract No. TT-181 is hereby extended for an additional period of two (2) years from the 12th day of March 1965 under the same terms and conditions, heretofore made a part of the original Contract No. TT-181, with the following exceptions:

The Government agrees to pay the Grantor ten (10) cents for each cubic yard of rock used for any purpose.

The Government agrees to make payments to the Grantor on a quarterly basis and to furnish the Grantor monthly accounts of the rock taken from the quarry.

The Government agrees to fill the land in front of the premises, to be not lower than the level of the road, with unusable dirt and rock. Upon the withdrawal of the Government, this filled land shall remain under the custody of the Grantor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, as and for the day, month and year first above written, this 24th day of March 1965.

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

By: J. M. Spivey
Contracting Officer
for the High Commissioner

Tareg
Tareg

By: J. M. Spivey, Contracting Officer
for the High Commissioner

Tareg
Tareg

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

Addendum No. 4
Contract No. TT-181

Mr. J. M. Spivey ni pilung ko Kantrak ko Zali Fach Fach ney ko Ofis ku Hai Kamisner e puruy' nag ku Mr. Tareg, cha' ni pii (Grantor) ma ni Kantrak ngak ko rofen ni 24 fene pul ko March 1965 ko gin 4 (Addendum No. 4) ko Kantrak No. TT-181;

MICHEG:

I kantrak nag e re ulung ney ko rofen ni 12 fene pul ko March 1957 ni ngeb matawone Am ni nge fek e war ko binaw ko cha' ni kan kantrak ngak' mini weliy ni ngan nge mada' ko March 12, 1965 ko Addendum No. 3;

ME, wenig nag e Am ni nga ku non' 2 e duw ko re kantrak ney meyo e ani tafene but' e kefel ngay;

ERE CHINEY, e keturguy e re ulung ney ni re kantrak ney ni No. TT-181 e nga ki fanay i yane ngarom ni aram rogon ni ke mun 2 e duw ngay ni nge tabab ko 12 fene pul ko March 1965 ni bod rogon ni kan puruy nag ko ani tafene binaw ni baaray rogon;

Rapi e Am 10¢ puluwon rebe JUBIC YARD e war ni rafek ko gi binaw nom.

Ma ba m'ag u wanne Am ninga i pii puwon e war nifek ni yugubine pul ma nga i yib e cha' ni tafen e binaw nga Office ko Am ni gubin e pul nga iyib i nang oren e war ni kanifek ko gin'en niyibe fek e war nem ri.

Nge suguy e Am fa gi binaw ni bayu m'oa ko regi but ney ni dabi sobut ko kanawo ko war nge but ni dab ni fanny mara pag e Am e gi but ney mesul ko ani tafen e binaw.

MICHEG, e re ulung ney ko re rran, pul nge duw ni kaanog nga lang, ko rofen ney ko 24 fene pul ko March 1965.

Am ko Zali Fach Fach ney ko ngi Day Ney

J. M. Spivey
J. M. Spivey, Pilungon e Kantrak ko
Ofis ku Hai Kamisner

Tareg
Tareg

Contract No. TT -161

THIS AGREEMENT made this 12th day of March, 1957, by and between the GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS, hereinafter called the "Government", represented by J. C. Putnam, Contracting Officer for the High Commissioner of the Trust Territory of the Pacific Islands, and TAREG, hereinafter called the "Grantor".

WITNESSETH:

THAT WHEREAS, the Grantor is the male head of the estate (tabinaw) called Dangeengich situated in Worowo Village, Rul Municipality, Yap District, of which a certain parcel of land called Yibul, hereinafter called the "premises", is a part;

WHEREAS, there is situated upon the premises quantities of rock which the Grantor desires to have removed; and

WHEREAS, the Government has need of rock for construction purposes from time to time;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth and the mutual benefits to be derived therefrom, it is agreed as follows:

1. The Grantor hereby grants to the Government for a term of two (2) years, the right to quarry rocks from the premises for Government use;
2. The Government may use such equipment and establish such structures, and improvements on the premises as it shall deem necessary and expedient in order to further the purposes of this agreement;
3. The Grantor grants to the Government full and free right, liberty and authority, of ingress and egress over the premises in order to further the purposes of this agreement;
4. If the Government determines that it no longer has a need for the quarrying activities on the premises prior to the expiration of this agreement, the agreement may be terminated by the Government upon written notification to the Grantor;
5. The Government agrees that it shall leave the premises at the base of the quarried area not lower than the level of the road bed adjacent to the eastern boundary of the land, except that this shall not apply to the taro paddies which constitute a part of the premises,
6. Within ninety (90) days after the termination of this agreement, whether by decision pursuant to paragraph 4 or by passage of the contractual period of two (2) years, the Government agrees, and the Grantor shall permit the Government, to clear the land of and to remove all equipment, structures, and improvements established on the premises by the Government, except such as may be later agreed upon by the parties and approved as an amendment to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

By J. C. Putnam
Contracting Officer for the
High Commissioner of the
Trust Territory of the Pacific Islands.

Tareg
TAREG

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

By *R. Putnam*
Contracting Officer for the
High Commissioner of the
Trust Territory of the Pacific Islands.

Tareg
TAREG

Addendum No. 1
Contract No. TT-181

This agreement, made as of the 12th day of March, 1959, by and between the Government of the Trust Territory of the Pacific Islands, hereinafter called the "Government", represented by J. C. Putnam, Contracting Officer for the High Commissioner of the Trust Territory of the Pacific Islands, and Tareg, hereinafter called the "Grantor", as Addendum No. 1 to Contract No. TT-181;

WITNESSETH:

Whereas, the parties hereto entered into a certain contract as of the 12th day of March, 1957, by the terms of which the Government was granted the right to quarry rocks from the premises of the Grantor for Government use; and

Whereas, the Government is desirous of extending said contract, and the Grantor is agreeable to the extension of said contract for an additional two (2) year period.

NOW, THEREFORE, in consideration of the premises set forth, the parties hereto mutually agree that Contract No. TT-181 is hereby extended for an additional period of two (2) years from the 12th day of March, 1959, and under the same terms and conditions as specified in Contract No. TT-181.

In Witness Whereof, the parties hereto have hereunto set their hands as of the day, month and year first above written.

Government of the Trust Territory
of the Pacific Islands

By *J. C. Putnam*
J. C. Putnam, Contracting Officer
for the High Commissioner

P. Tareg
Tareg

Addendum No. 2
Contract No. TT-181

This agreement, made as of the 13th day of March 1961, by and between the Government of the Trust Territory of the Pacific Islands, hereinafter called the "Government," represented by J. M. Spivey, Contracting Officer for the High Commissioner of the Trust Territory of the Pacific Islands, and Tareg, hereinafter called the "Grantor," as Addendum No. 2 to Contract No. TT-181;

WITNESSETH:

WHEREAS, the parties hereto entered into a certain contract as of the 12th day of March 1957, by the terms of which the Government was granted the right to quarry rocks from the premises of the Grantor for Government use, the terms and conditions of which were extended to March 12, 1961, by Addendum No. 1, and,

WHEREAS, the Government is desirous of extending said contract, and the Grantor is agreeable to the extension of said contract for an additional two (2) year period.

NOW, THEREFORE, in consideration of the premises set forth, the parties hereto mutually agree that Contract No. TT-181 is hereby extended for an additional period of two (2) years from the 12th day of March 1961 under the same terms and conditions, heretofore made a part of the original Contract No. TT-181, with the following exceptions:

The Government agrees to pay the Grantor ten (10) cents for each cubic yard of rock used for any purpose other than concrete.

The Government agrees to fill the land in front of the premises, to be not lower than the level of the road, with unusable dirt and rock. Upon the withdrawal of the Government, this filled land shall remain under the custody of the Grantor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, as and for the day, month and year first above written, this 13th day of June 1961.

Government of the Trust Territory
of the Pacific Islands

By J. M. Spivey
J. M. Spivey, Contracting Officer
for the High Commissioner

Tareg
Tareg

Tareg
Tareg

Public work Office

ADDENDUM No. 3
CONTRACT No. TT-161

THIS AGREEMENT, MADE AS OF THE 13TH DAY OF MARCH 1961, BY AND BETWEEN THE GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS, HERINAFTER CALLED THE "GOVERNMENT," REPRESENTED BY J. M. SPIVEY, CONTRACTING OFFICER FOR THE HIGH COMMISSIONER OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS, AND TAREG, HERINAFTER CALLED THE "GRANTOR," AS ADDENDUM No. 3 TO CONTRACT No. TT-161;

WITNESSETH:

WHEREAS, THE PARTIES HERETO ENTERED INTO A CERTAIN CONTRACT AS OF THE 12TH DAY OF MARCH 1957, BY THE TERMS OF WHICH THE GOVERNMENT WAS GRANTED THE RIGHT TO QUARRY ROCKS FROM THE PREMISES OF THE GRANTOR FOR GOVERNMENT USE, THE TERMS AND CONDITIONS OF WHICH WERE EXTENDED TO MARCH 12, 1963, BY ADDENDUM No. 2, AND,

WHEREAS, THE GOVERNMENT IS DESIROUS OF EXTENDING SAID CONTRACT, AND THE GRANTOR IS AGREEABLE TO THE EXTENSION OF SAID CONTRACT FOR AN ADDITIONAL TWO (2) YEAR PERIOD.

AND, THEREFORE, IN CONSIDERATION OF THE PREMISES SET FORTH, THE PARTIES HERETO MUTUALLY AGREE THAT CONTRACT No. TT-161 IS HEREBY EXTENDED FOR AN ADDITIONAL PERIOD OF TWO (2) YEARS FROM THE 12TH DAY OF MARCH 1963 UNDER THE SAME TERMS AND CONDITIONS, HERETOFORE MADE A PART OF THE ORIGINAL CONTRACT No. TT-161, WITH THE FOLLOWING EXCEPTIONS:

The GOVERNMENT AGREES TO PAY THE GRANTOR TEN (10) CENTS FOR EACH CUBIC YARD OF ROCK USED FOR ANY PURPOSE OTHER THAN CONCRETE.

THE GOVERNMENT AGREES TO FILL THE LAND IN FRONT OF THE PREMISES, TO BE NOT LOWER THAN THE LEVEL OF THE ROAD, WITH UNSCALE DIRT AND ROCK. UPON THE WITHDRAWAL OF THE GOVERNMENT, THIS FILLED LAND SHALL REMAIN UNDER THE CUSTODY OF THE GRANTOR.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS, AS AND FOR THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN, THIS 13TH DAY OF MARCH 1963.

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

BY *J. M. Spivey*
J. M. SPIVEY, CONTRACTING OFFICER
FOR THE HIGH COMMISSIONER

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TAREG

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

Addendum No. 4
Contract No. TT-181

This agreement, made as of the 24th day of March 1965, by and between the Government of the Trust Territory of the Pacific Islands, hereinafter called the "Government," represented by J. M. Spivey, Contracting Officer for the High Commissioner of the Trust Territory of the Pacific Islands, and Tareg, hereinafter called the "Grantor," as Addendum No. 4 to Contract No. TT-181;

WITNESSETH:

WHEREAS, the parties hereto entered into a certain contract as of the 12th day of March 1957, by the terms of which the Government was granted the right to quarry rocks from the premises of the Grantor for Government use, the terms and conditions of which were extended to March 12, 1965, by Addendum No. 3, and,

WHEREAS, the Government is desirous of extending said contract, and the Grantor is agreeable to the extension of said contract for an additional two (2) year period,

NOW, THEREFORE, in consideration of the premises set forth, the parties hereto mutually agree that Contract No. TT-181 is hereby extended for an additional period of two (2) years from the 12th day of March 1965 under the same terms and conditions, heretofore made a part of the original Contract No. TT-181, with the following exceptions:

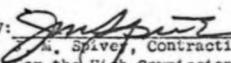
The Government agrees to pay the Grantor ten (10) cents for each cubic yard of rock used for any purpose.

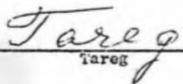
The Government agrees to make payments to the Grantor on a quarterly basis and to furnish the Grantor monthly accounts of the rock taken from the quarry.

The Government agrees to fill the land in front of the premises, to be not lower than the level of the road, with unusable dirt and rock. Upon the withdrawal of the Government, this filled land shall remain under the custody of the Grantor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, as and for the day, month and year first above written, this 24th day of March 1965.

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

By: 
J. M. Spivey, Contracting Officer
for the High Commissioner


Tareg

By: J. M. Spivey
J. M. Spivey, Contracting Officer
for the High Commissioner

Tareg
Tareg

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

Addendum No. 4
Contract No. TT-181

Mr. J. M. Spivey ni pilung ko Kantrak ko Zali Fach Fach ney ko Ofis ku Hai Komisner e puruy' nag ku Mr. Tareg, cha' ni pii (Grantor) ma ni Kantrak ngak ko rofen ni 24 fene pul ko March 1965 ko gin 4 (Addendum No. 4) ko Kantrak No. TT-181;

MICHEG:

I kantrak nag e re ulung ney ko rofen ni 12 fene pul ko March 1957 ni ngeb matawone Am ni nge fek e war ko binaw ko cha' ni kan kantrak ngak' mini weliy ni nganon nge mada' ko March 12, 1965 ko Addendum No. 3;

ME, wenig nag e Am ni nga ku non' 2 e duw ko re kantrak ney meyog e ani tafene but' e kefel ngay;

ERE CHINEY, e keturguy e re ulung ney ni re kantrak ney ni No. TT-181 e nga ki fancy i yane ngaram ni aram rogon ni ke mun 2 e duw ngay ni nge tabab ko 12 fene pul ko March 1965 ni bod rogon ni kan puruy nag ko ani tafene binaw ni baaray rogon;

Rapii e Am 10ç puluwon rebe CUBIC YARD e war ni rafek ko gi binaw nem.

Ma ba m'ag u wanne Am ninga i pii puwon e war nifek ni yugubine pul ma nga i yib e cha' ni tafen e binaw nga Office ko Am ni gubin e pul nga iyib i nang oren e war ni kanifek ko gin'en niyibe fek e war nem ri.

Nge suguy e Am'fa gi binaw ni bayu m'on ko regi but ney ni dabi sobot ko kanawo ko war nge but ni dab ni fancy mara pag e Am e gi but ney mesul ko ani tafen e binaw.

MICHEG, e re ulung ney ko re rran, pul nge duw ni kaanog nga lang, ko rofen ney ko 24 fane pul ko March 1965.

Am ko Zali Fach Fach ney ko ngi Day Ney

J. M. Spivey
J. M. Spivey Pilungen e Kantrak ko
Ofis ku Hai Komisner

Tareg
Tareg



**FILE
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