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 [illegible]

Brief description: INFORMATION REGARDING LAND CLAIMS, [illegible] AND [illegible] OF THE AIRFIELD 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: MAT[illegible]

Physical location of materials: (Area where presently located)
Office: R&D Subgroup: LAN
File cabinet number: [illegible]
Drawer number: 4
File folder number: 17.7.5.5
Estimated quantity of materials: [illegible]

Recorded by: [illegible]

Date: 10/16

Disposition of originals: R[illegible]

Microfilm roll No.: 13 Frame #:

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

Rocky,

Do we have a copy Sheet C-5 mentioned below?

E

Info only

16 NOV 79 17 57Z

INFO.....C/LS
INFO.....D/BR
INFO.....D/BTC
INFO.....N/LNO

ZCZC SHA061
VZCZCGSA046
RTTUZYUW RUHJHNA5073 3201232-UUUU--RUHGSKK.
ZNR UUUUU
R 160232Z NOV 79
FM OICC GUAM
TO RUHGSKK/GOV YAP CAROLINE ISLANDS
INFO RUHGSKK/HICOMTERPACIS SAIPAN
RHHMBRA/PACNAVFACENGCOM PEARL HARBOR HI
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 BOUNDAY 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

E

178.70.5.5

See Addresses Below

July 20, 1977
Serial:LMY 01085

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: a/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

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

District Administrator, Yap

July 19, 1977
Serial:LMT 01004
File V-0167-1

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 Lamor, Lamash, and Piringa Villages of Rull Municipality. Previously, through Land Title Determinations AS-1, AS-2, and AS-3, ownership of lands within this site were awarded to peoples of these three villages. The agreement grants the Trust Territory government to "permanent 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 YY-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 O. Tomas

MEMORANDUM FORM TT-370C

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

TO : Territorial Planner
THRU : District Administrator, Yap

DATE: July 15, 1977
Serial:LMY 01079

FROM : Act. Land Management Officer, Yap

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. Indifinite 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. Issuring 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 then 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 usefull 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

ORIG.....C/L
INFO.....DIR RES DEV

ZCZC HSA034/18/RC SGA

ZCZC HSA034/18/CA SGA
PTTHZYE / RUHGSAA0003 0770744-UUUU--RUHIGUU.
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FM HICOMTERPACIS SAIPAN MARIANAS ISLANDS
TO SECSTATE WASHINGTON DC
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UNCLAS.
PASS TO INTDEPT/DOTA FM ACTING DEP HICOM
TTPI NO 227

PLEASE PASS FOLLOWING INFO TO SASAUO 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 IT WIDE.

FOLLOWING IS BREAKDOWN:

AREA DISIGNATION	APPROX LAND AREA (HECTARES)	DOLLARS PAID
MAJUR 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	19,835

BT
#0003

Copies filed in 178.33.0 .5 .8 178.18.5.2 .3 36.5

TT FORM 98
REVISED 10-65

TRUST TERRITORY OF THE PACIFIC ISLANDS
OFFICE OF THE HIGH COMMISSIONER

FROM	INFORMATION	CLASSIFICATION	ORIGINATOR
HICOMTERPACIS SAIPAN MARIANA ISLANDS			DPACHT:rk 3/18/77
TO		DATE TIME GROUP	CLEARANCES
REUCH/SECSTATE WASH DC			
PRECEDENCE	PRECEDENCE		

PRIORITY

CLEARANCES		
HC		
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AD		
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R&D	3	
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UNCLAS PASS TO INTDEPT/DOTA FR HICOM

PLEASE PASS FOLLOWING INFO TO SASAUO 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.

RELEASE		
HC		
DHC	3	
AD		
CS		
PA		
R&D		
AG		

HQLS-D2412
File:17S.33.6.3

ACTION

ACTION.....D/RPD

WHM
VIA RCA

ZCZC GMS382 GWP735 VIA ITT WUL135M DIR038 2-022227E075.
WHCC CC WIMX 030
TDMI WASHINGTON DC 30/22 03-16 1215P EST 44

17 MAR 76 WU

17 MAR 27 '77

TRUST TERRITORY HEADQUARTERS
SIAPAN

PACS TO R AND D URGENT ADVISE COMMBEI TOTAL LAND AREA LEASED IN TT
TERMS AND PAYMENT MADE. REPLY MICRONESIAN WASHINGTON OFFICE ADDRESS

TATAUO MARKO

Lease Agreement

We 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 Liebenzell Mission of Yap, Inc. (Lessee) the property located in Lemich and Lapor Villages, Gall Municipality, Yap District, as further described below:

> A square parcel of land hundred and fifty (150) feet by hundred and fifty (150) feet, surveyed and filed by District Land Management as parcel No. 50038 (Grading No. 5021/69, Project No. 6011, approved November 24, 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 lease said premises to the Lessee for such purposes.

Lessee agrees to pay to the Lessors, as rent for the premises, the sum of ($) 15.00 per year, to be paid in one amount for the entire 10-year period (April 13, 1970 till April 13, 1980) to the Lessors, totaling a total of ($) 150.00. This amount shall be paid upon execution of this agreement.

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

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

This agreement and its conditions shall extend to and be binding on the heirs or successors of the undersigned parties.

GILEI [illegible]

Done in [illegible], [illegible]

Lessee:

By: _____
Wilbur Wanth
President of the Richmond
Mission of Yap, Inc.

Witnesses:

We, the undersigned witnesses, hereby certify that Wilbur Wanth'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.

_____

_____

Recorded and Filed as _____, Yap District, this _____ day of _____, 1971, in Book _____, page _____.

_____
Clerk of Courts, Yap District

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.[23] 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.[24]

Library References:

C.J.S. Aerial Navigation § 35 et seq.

West's Key No. Digests, Aeronautics ⟹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. § 1101 et seq.

24. For a model airport zoning ordinance and explanatory bulletin, see §§ 10,957 and 10,957.1, 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

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 § 75 et seq.
West's Key No. Digests, Aviation ⟹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 hire 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

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.

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 _____

_____

Title: By _____
Title

Attest: _____

_____

Secretary: By _____
President

Library References:

C.J.S. Aerial Navigation § 85 et seq.
West's Key No. Digests, Aviation ⚷225 et seq.

For : District Administrator, Yap District
: District Land Management Officer

Chief, Lands and Surveys

Land for FY 1972 Stated construction of Yap Airport Improvements

Reference is made to the recent submission of an "Application for Land for Capital Improvement Project" - Form [illegible] (copy attached) by the Chief of Planning for the FY 1972 Stated construction of Yap 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 has not been accomplished in the past.

While the Chief of Planning indicates that the scope of work is not known, we presume that the lands covered by past agreements for the Yap Airfield are involved. The Acting Director of Public Works in his memorandum Serial PR-73-0025 dated January 21, 1973, to the District Administrator, Yap, sets forth additional private land requirements.

With regard to the past land agreements, i.e., the Yap Airfield "Land Settlement Agreement" dated September 20, 1961 and the Yap Airfield Parking Lot "Land Use Agreement" dated January 22, 1963, 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 present representatives of the land owners and draft letters similar to that provided to the representatives of land owners on Ulithi (copy attached). This office will place the letters in final form and arrange for signature by the High Commissioner.

DPACKET 1968

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TT 1000 (REV. 3-70) (Other Forms Obsolete)

2.

[illegible] advise me of any additional pay circulars as soon as possible.

[illegible]

[illegible]

cc:
[illegible] Land Management Officer, [illegible]

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TT 1053 (REV. 3-71) (Other Forms Obsolete)

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 Q. Aguigui

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

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

RECEIVED FEB 12 1973

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

TO : District Administrator, Yap

DATE: Jan. 31, 1973
Serial #E-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 Defngin - Acting District Administrator
Mr. Fil Abalos - Program and Budget Officer
Mr. Fred DuPont - C.I.P. Coordinator
Mr. Marcelino Melarei - 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 Rabomen, 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 visable 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 regraded 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 Palauan 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. Mc Culley, 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 Garnot 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 4 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 prefered for a water source because of its obvious accessability. Saltwater could be used for dust control on the haul road if required but corosion 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 PLMAK

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, EOC1 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 by 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 from 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 800 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.

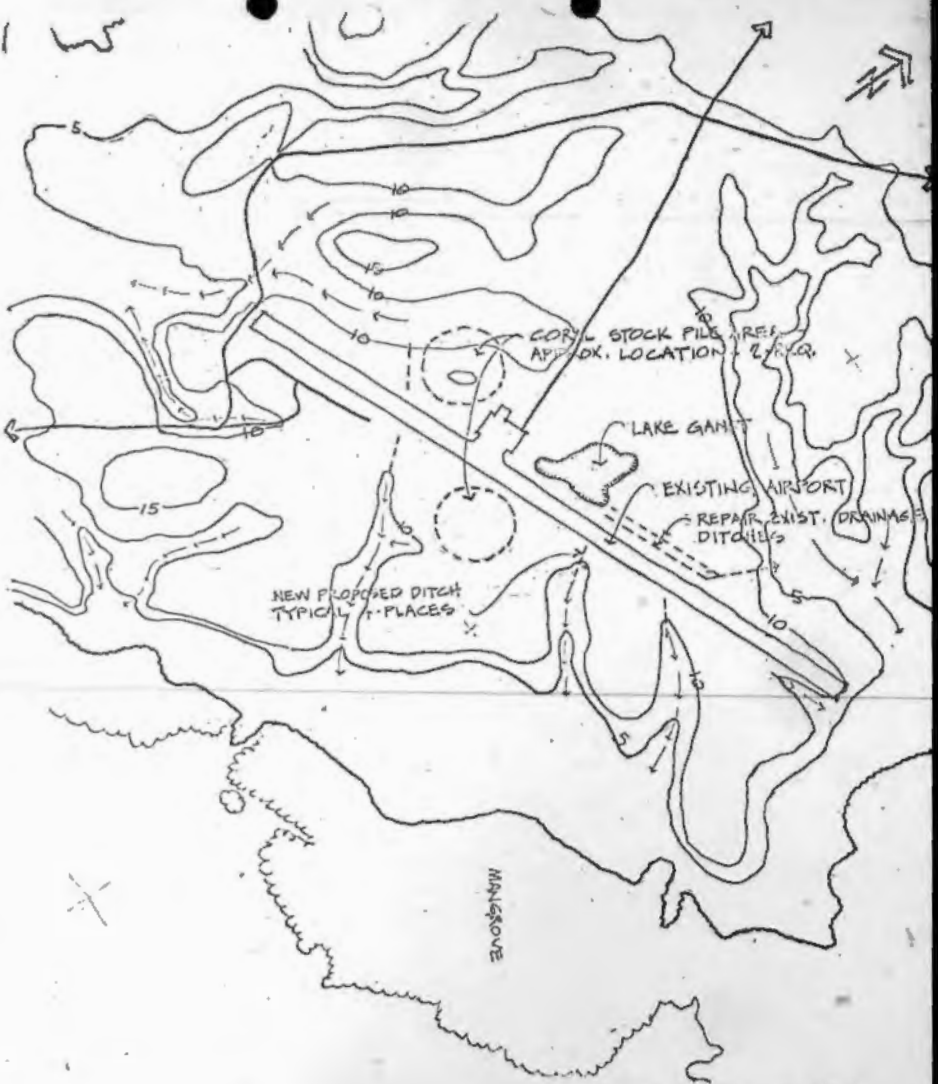
3. Good construction practice should be used at all times during this project, and the following general comments are made concerning this.

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.

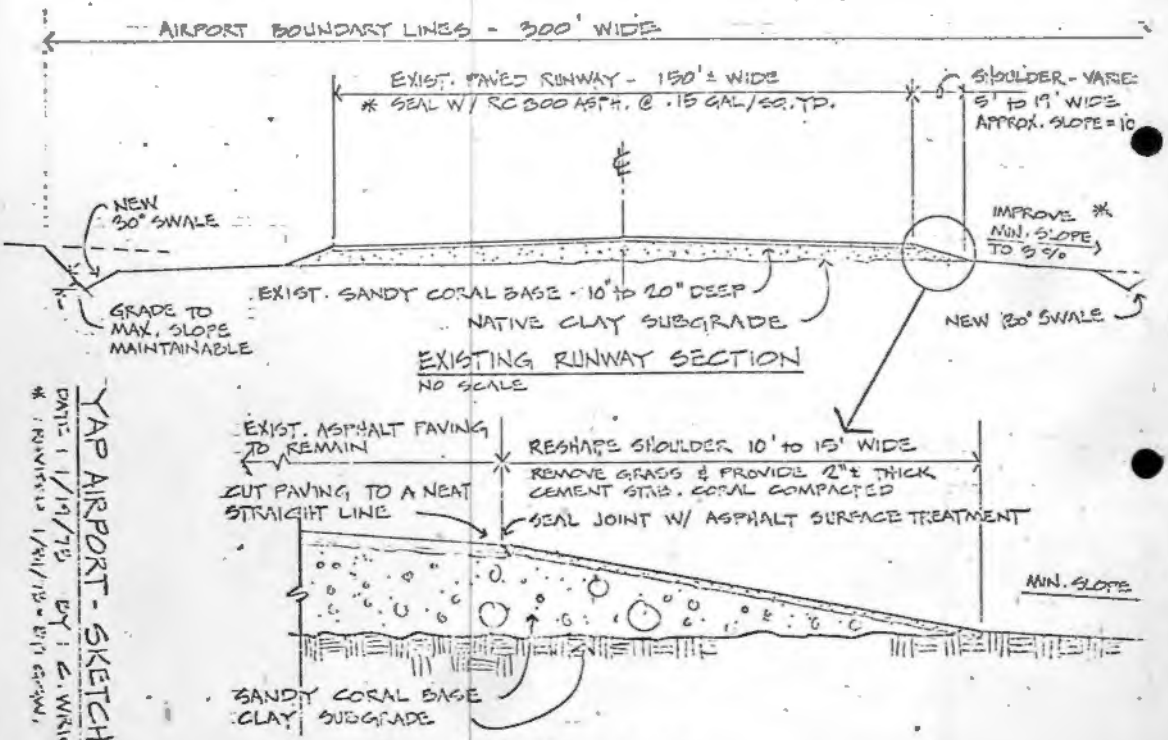
J. R. McCully

J. R. McCully



SCALE - 1" = 10,000

YAP AIRPORT - SKETCH "A"
DATE 11/11/75 BY: G. WRIGHT


AIRPORT BOUNDARY LINES - 300' WIDE
EXIST. PAVED RUNWAY - 150'± WIDE
* SEAL W/ RC 300 ASPH. @ .15 GAL/SQ.YD.
SHOULDER - VARIES
5' TO 19' WIDE
APPROX. SLOPE = 10
NEW 30" SWALE
IMPROVE * MIN. SLOPE TO 5 %
EXIST. SANDY CORAL BASE - 10" TO 20" DEEP
NATIVE CLAY SUBGRADE
GRADE TO MAX. SLOPE MAINTAINABLE
NEW 30" SWALE
EXISTING RUNWAY SECTION
NO SCALE
EXIST. ASPHALT PAVING TO REMAIN
RESHAPE SHOULDER 10' TO 15' WIDE
REMOVE GRASS & PROVIDE 2"± THICK CEMENT STAB. CORAL COMPACTED
CUT PAVING TO A NEAT STRAIGHT LINE
SEAL JOINT W/ ASPHALT SURFACE TREATMENT
MIN. SLOPE
SANDY CORAL BASE
CLAY SUBGRADE
SECTION @ SHOULDER
YAP AIRPORT - SKETCH "B"
DATE 1/19/75 BY J. C. WRIGHT
* REVISED 1/21/75 - B.D. GRAW

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

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

APPLICATION FOR LAND FOR CAPITAL IMPROVEMENT PROJECT

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

1. PURPOSE: A parcel of land is required for the following purposes:

   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 RULL

   (d) Village LAMER

   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 ☐

   (b) District Land Management Officer: YES ☒ NO ☐ 1/24/73

   (c) Planning Coordinator: YES ☒ NO ☐ 24 Jan 73

   (d) District Planning Commission: YES ☒ NO ☐

RECEIVED FEB 15 1973

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WHEN COMPLETED, SUBMIT ORIGINAL TO THE DIRECTOR OF LAND MANAGEMENT

(e) District Dir Pub Works

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 Committee

Attached please find a copy of a notice for a "Public Meeting to Discuss Yap Airfield Improvements." The meeting has been scheduled to provide an opportunity for Mr. Balahe 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. Balahe be present at the meeting and we have scheduled the date with his convenience. 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. Balahe 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. Balahe'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. Balahe'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 Q. Agrigoni

cc: Chief, Lands & Surveys
Attorney General

Yap 0051

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.

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.

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 [illegible] by the Japanese for use by warplanes [illegible] suited for adaptation to present [illegible]

[illegible]

Office ko AM rodad e baadag ni nge yog ko urungin e girdii ni rofen ni March 24, 1972 e bay e moolung u Tableu Office, ngalane moolung e 1:30 ko mathig yal.

Pan e biney e moolung e ngani weliy fan ko [illegible] biney rok e PUBLIC WORKS u rogon ni yad be lem nag ni ngani faleg regi sikosyo rodad ney nge mangil nab sor fan ko girdii nu Waab nge urungin e girdii ko [illegible] thal 1 fachfach ney.

Regi sikosyo rodad ney e chiney e riba man gilni nge ni muw nag ma nge ni faleg rogon nge gal nge yog ningeb boch e sikoki ngay ni der yog ni ngeb e chiney. Biney e yibe lam nag ni nge fal rogodad e girdii nu Waab nge ku bowh e hitiii u rogon i fek e chugum age mileleg rodad. Pent taaruay e sikosyo ni bay e chiney e ni mgomgoli ngn tagil e sikosyo nu Sapan ba [illegible] ni dabi fal ya yugu ra mohlaghlag [illegible] ni yi be tariney nag e ngani nus nag e gi sikosyo ney. Biney e yi be lem nag ni ian ray ni dnui kirch nag e [illegible] rodad.

[illegible] The cor[illegible] [illegible] will be [illegible] problem [illegible] by the people of Yap [illegible] another two sites [illegible] of land in [illegible] of the present site [illegible] adverse effects on the [illegible]

Biri bayron [illegible] e fungibes ni nday e sikosyo, biney e [illegible] ra weliy [illegible] nge sirchim. Bamo ni ribaghafen e thungrau tafiney negal e girdii nu Waab ko keyog ni gad ra ni beng u nang fa beng u dakon e ninow ni mgoos bey e sikosyo nges ka dab de piaw. Ma fanre yog ang u dakon e tingal an arure ngin ni kabiney e sikosyo ni kabby e chiney e ngani mur weliy.

District Administrator, Yap

Sept. 2, 1971
Serial No. E-71-631
E-0715-25

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. Belshe, formally of the Micronesian Oceanic Center, for additional environmental work in connection with the Yap airfield siting. Dr. Belshe will be arriving Yap approximately the first of October, you will be informed of the exact date. Dr. Belshe'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 agricultural 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. Belshe'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

Dr. Belshe will also be in contact with Margery Falanruw 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
James 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 Commissoner
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 98
REVISED 10-65

TRUST TERRITORY OF THE PACIFIC ISLANDS
OFFICE OF THE HIGH COMMISSIONER

FROM	INFORMATION	CLASSIFICATION	ORIGINATOR
HICOMTERPACIS SAIPAN			DPACHT:mpm 11/17/69
TO		DATE TIME GROUP	CLEARANCES
DISTAD YAP			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 PASS TO LAND MANAGEMENT X SUBJECT LAND SETTLEMENT AGREEMENTS AND REUR SERIAL LMYO304 AND SERIAL LMYO305 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

HQLS-D1078
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 22nd 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 FIGIRAG AND OTHERS OF THE VILLAGE TO REPRESENT AND ACT FOR AND IN BEHALF OF SAID OWNERS IN THE EXECUTION OF 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 TAI, HEREINAFTER CALLED THE PREMISES, LOCATED IN RULL MUNICIPALITY, YAP, TRUST TERRITORY OF THE PACIFIC ISLANDS, AND MORE PARTICULARLY DESCRIBED HEREINBELOW; AND

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

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL 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 [illegible] SERIAL No. 146, REVISION No. 8, DATED JANUARY 18, 1963, AND [illegible] OFFICE OF THE CLERK OF COURTS, YAP DISTRICT, AND MADE A PART HEREOF BY REFERENCE, AND FURTHER DESCRIBED AS FOLLOWS:

FROM U.S.C.&G. SURVEY CONTROL MARKER [illegible] 1948, [illegible] 56'' N, LONG. 138 04' 25'' E, N 44-36-06 E 1414.[illegible] FT., A CONCRETE MONUMENT AT THE NORTHERN BOUNDARY OF THE AIRSTRIP, RULL MUNICIPALITY,

THENCE: N 22 46 41 W, 200 FT. TO CORNER #2

3. IT IS FURTHER EXPRESSLY AGREED THAT THE GOVERNMENT, [illegible] ASSIGNS SHALL HAVE RIGHT OF REASONABLE INGRESS AND EGRESS OVER [illegible] PORING LANDS OF THE SAID OWNERS TO AND FROM ALL PUBLIC ROADS [illegible] VICINITY OF THE PREMISES AND FOR THE PURPOSE OF EQUIPMENT [illegible] AND OVER SAID LANDS, SAID RIGHT TO BE SUFFICIENT TO ALLOW [illegible] AROUND OF CONSTRUCTION AND OTHER HEAVY EQUIPMENT. THE RIGHT [illegible] SHALL CONTINUE FOR AN INDEFINITE PERIOD OF TIME, SO LONG AS [illegible] FOR THE [illegible]

4. IT IS ALSO EXPRESSLY AGREED THAT THE OWNERS WILL SAVE [illegible] GOVERNMENT HARMLESS FROM ALL CLAIMS, DEMANDS, SUITS, AND ACTIONS [illegible] WHATEVER NATURE OR KIND ARISING DIRECTLY OR INDIRECTLY FROM THE [illegible] GOVERNMENT'S USE AND OCCUPANCY OF THE PREMISES, OR FROM ANY RIGHT [illegible] INGRESS AND EGRESS OR TURN-AROUND RESERVED OR GRANTED HEREINABOVE, PROVIDED, THAT THE SAME DO NOT ARISE FROM ANY ALLEGED ACT OF [illegible] 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 [illegible] 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 OCCUPATION 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 AGENCY 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 [illegible] 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 REVERT 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 [illegible] REVERSION OF USE OF THE PREMISES TO THE OWNERS SHALL NOT CONSTITUTE A TRANSFER OR ASSIGNMENT OF ANY IMPROVEMENTS, BUILDINGS, PIPE OR [illegible] LINES, ELECTRICAL LINES, FENCING, STORAGE TANKS, OR OTHER [illegible] OR STRUCTURES, OR PERSONAL OR OTHER INTRODUCED PROPERTY, WHETHER [illegible] AFFIXED TO THE PREMISES, SITUATED ON THE PREMISES AT THE TIME OF [illegible] DETERMINATION AND REVERSION, AND THE OWNERS HEREBY GRANT TO THE [illegible] MENT WHATEVER USE OF THE PREMISES AND WHATEVER RIGHT OF INGRESS [illegible] EGRESS TO AND FROM THE PREMISES AFTER THE DATE DETERMINATION AND REVERSION AS MAY BE REASONABLY NECESSARY TO REMOVE THE [illegible] FROM THE PREMISES.

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

GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS

BY [illegible]
[illegible]
(TRUST TERRITORY OF THE PACIFIC ISLANDS)

OWNERS,

[illegible]
WITNESS

BY [illegible]
PRINCIPAL

GARboyd
WITNESS

[illegible]
HEIRS

I HEREBY CERTIFY THAT THE ABOVE SIGNATURES, OR THE MARKS THEY REPRESENT, WERE FOUND BY ME TO BE THE TRUE OWNERS, OR PERSONS TITLED OR EMPOWERED TO SPEAK FOR THE TRUE OWNERS OF THE LAND [illegible] IN THE ABOVE AGREEMENT AND THAT THIS FINDING WAS MADE AFTER [illegible] INVESTIGATION.

-5-

WITNESS

I HEREBY CERTIFY THAT THE ABOVE SIGNATORIES, OR THE [illegible] THEY REPRESENT, WERE FOUND BY ME TO BE THE TRUE OWNERS, OR PERSONS [illegible] TITLED OR EMPOWERED TO SPEAK FOR THE TRUE OWNERS OF THE LAND [illegible] IN THE ABOVE AGREEMENT AND THAT THIS FINDING WAS MADE AFTER [illegible] INVESTIGATION.

I FURTHER CERTIFY THAT THE ABOVE AGREEMENT WAS CONCLUDED AS A RESULT OF FREE AND OPEN DISCUSSION BETWEEN THE PARTIES THERETO 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. Hughes
LAND & CLAIMS ADMINISTRATOR
TRUST TERRITORY OF THE
PACIFIC ISLANDS

RECORDED AT 2100 A.M./P.M., THIS 15th DAY OF February 1963, IN VOLUME ____, PAGE ____.

Tamaseu Ro
CLERK OF COURTS
YAP DISTRICT

DESIGNATION OF REPRESENTATIVES

WE, THE UNDERSIGNED OWNERS, OR HEIRS OR REPRESENTATIVES OF [illegible] OF TARIFAN LOCATED IN LAMAR VILLAGE, RULL MUNICIPALITY, YAP DISTRICT, TRUST TERRITORY OF THE PACIFIC ISLANDS, AS DESCRIBED IN DETERMINATION OF OWNERSHIP AND RELEASE, NUMBERED A2-3, 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 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 THE OWNERS, COULD DO IN PERSON, INCLUDING THE SIGNING OF AN AGREEMENT FOR US AND IN OUR BEHALF.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SUBSCRIBED OUR NAMES AT YAP, WESTERN CAROLINE ISLANDS, YAP DISTRICT, THIS 22 DAY OF JANUARY, 1969.

Figiraq FIGIRAG	TAGLAU HOUSEHOLD BY: Figiraq FIGIRAG, CHIEF
Gilee GILEE	Gilewaqian GILEWAQIAN
FIGIR FIGIR	TINNIPONG TENNIPONG
	M. Maraugay MORANGOVER
Chon CHON	
Tigimoon TITNIMAN	

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE ABOVE SIGNATURES WERE SUBSCRIBED IN OUR PRESENCE THIS 22 DAY OF JANUARY, 1969, 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.

Witness

GORK/04
Witness

ACCEPTED:

Figiraq
CHIEF FIGIRAG

Gilee
GILEE

October 27, 1969
Serial:LM[illegible]

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 Land Use High 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, 1968, September 30, 1961, 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 Kilian

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 Luwech Village, Chieftess Gilippin of Frigaan Village, Chief Figirag and Tadefingin of Lamar Village and Yinug Miichig, 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 instead

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 YY-5 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 on 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. Goding
High Commissioner
Trust Territory of the Pacific
Islands

Owners,

Roy T Gallemore
Witness

By: GIYAL
Giyal, representative,
Luwech Village

A.J. Robinson
Witness

LUBUTHEL
Lubuthel, representative,
Luwech Village

GILIPIN
Gilippen, representative,
Figiraan Village

Gilee
Gilee, representative
Figiraan Village

Figirag
Figirag, representative,
Lamar Village

X
Tadefingen, representative,
Lamar Village

I hereby certify that the afore 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 25th day of September, 1961, in volume 5-1, page 2.
9:30 A.M.

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	Waathag
Gamou	Loochaz
Labog	Falang
Diguen	Gilee
X Lubuthel	Giyal
Giyafath	X Yirmed
Defingmed	Figir
Yanfog	Moodad
Liniy	Giltinam

Council, Luwech Village
By: GIYAL
Giyal, Chief

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.

Witness

Witness

DESIGNATION OF REPRESENTATIVES

We, the undersigned Owners, or heirs or representatives of Owners of Tanifan 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 dl 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
Tadefingin

Gilee
Figir

FALEZOL
Falathal

Chon
Tithman

Taglau Caste
By: Figirag, Chief

Tadefingin

Giliuaalyal

TIN NI PONG
Tennipong

M. Morangueg
Morangueg

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.

Witness

Witness

2

DESIGNATION OF REPRESENTATIVES

We, the undersigned Owners, or heirs or representatives of Owners of certain lands located in Prigaan 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 OVERLORD GILIPIN and GILEE 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

GILIPIN
Gilippin

_____
Gilea, Member

GILEE
Gilee

_____
Pinifen, Member

PINIFEN
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.

_____
Witness

_____
Witness

-r

CONFIRMATION AND RATIFICATION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned residents of Lamar, Frigaan and Luuwech 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:

Figiroy
Figiroy

Tadefngin

FRIGAAN VILLAGE, represented by:

GILIPIN
Gilippin

GILee
Gilee

LUWECH VILLAGE, represented by:

gijal
Giyal

LUBUZEL
Lubuthel

Yap District)
) SS.
Trust Territory of the Pacific Islands)

Before me, Clerk of Courts, Yap District, Trust Territory of the Pacific Islands, personally appeared the above named Figiroy, Tadefingin, Gilippin, Gilee, Giyal and Lubusel, 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 18th day of September, 1961.

Raichin O. Faimau, Clerk of Courts,
Yap District, Trust Territory of the
Pacific Islands

In the presence of:

J A Robenson

Carl 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

Gilee

Gilee

Return to Hq

RECEIPT

September 25, 1981

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, 1981.

Giyal
Chief Giyal

LUBU I.E.
Lubuthel

Return to Yap

RECEIPT

Yap, T.T., 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);

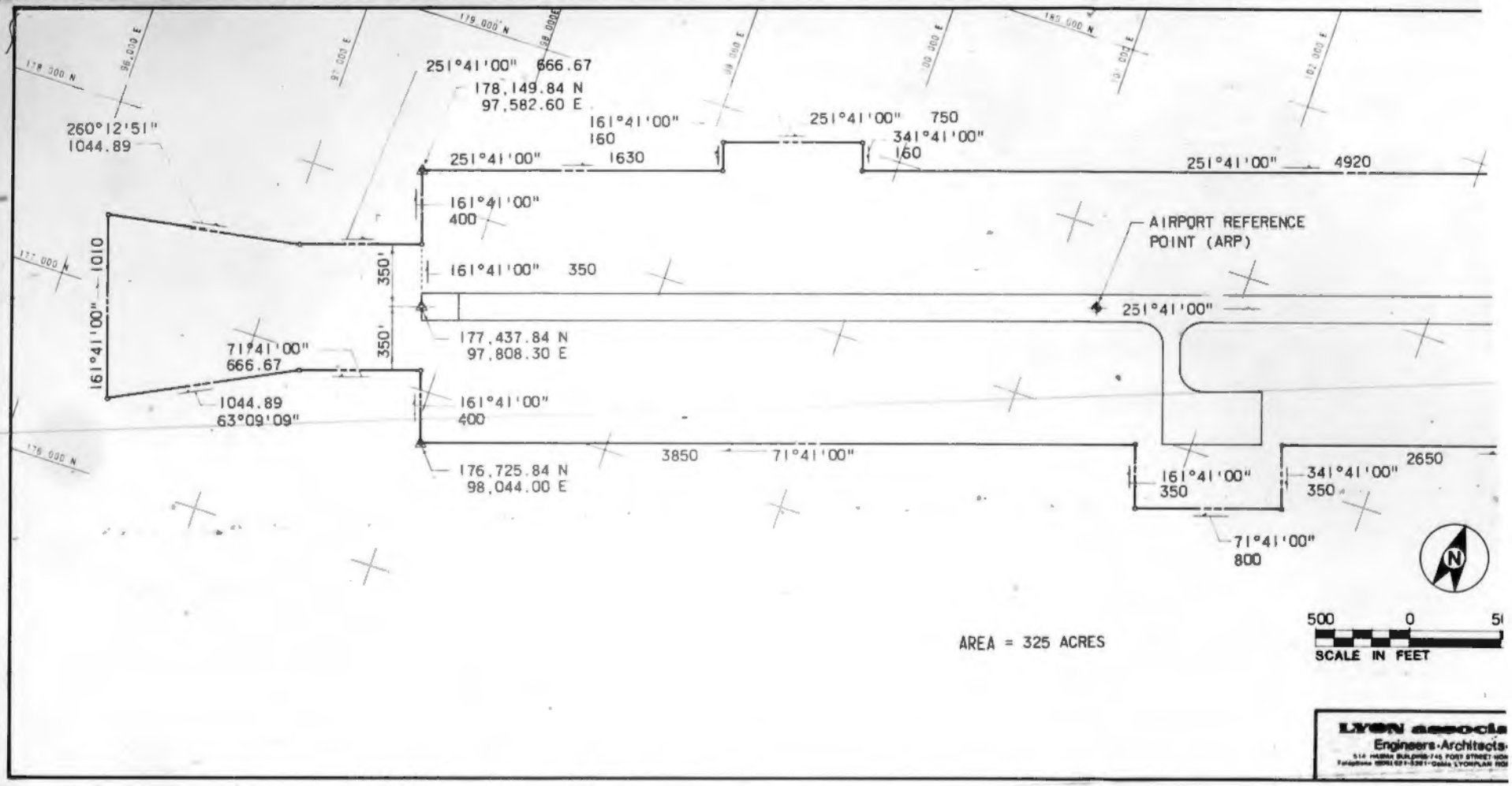
each Note bearing 1% annually payable interest,

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

Figiraq

Figiraq

Tadefingen


178,000 N
96,000 E
97,000 E
179,000 N
98,000 E
99,000 E
100,000 E
101,000 E
102,000 E
185,000 N
177,000 N
176,000 N
251°41'00" 666.67
178,149.84 N
97,582.60 E
260°12'51"
1044.89
161°41'00"
160
251°41'00" 750
341°41'00"
160
251°41'00" 1630
251°41'00" 4920
161°41'00"
400
AIRPORT REFERENCE
POINT (ARP)
161°41'00" 1010
350'
161°41'00" 350
251°41'00"
177,437.84 N
97,808.30 E
71°41'00"
666.67
350'
1044.89
63°09'09"
161°41'00"
400
176,725.84 N
98,044.00 E
3850
71°41'00"
161°41'00"
350
341°41'00"
350
2650
71°41'00"
800
N
500
0
SCALE IN FEET
AREA = 325 ACRES
LYON associa
Engineers·Architects

YAP DISTRICT RELOCATION PLAN

FOR

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 indentified 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 administer 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 accomodations 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 accomodate 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. GUIDEFORM 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 91-646, 91st Cong. H.R. [illegible] Stat. 1894 (1971), and certifies, [illegible] that, notwithstanding any other provision set forth in this application, contract, or agreement [illegible] in respect to the [illegible] Facilities in Proposed Yap District Airport

1. Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons as provided in Sections 202, 203, and [illegible] of the Act and applicable HUD regulations, to or for displaced individuals, partnerships, corporations or associations displaced as a result of the [illegible] 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 amendments to applicable contracts and agreements and execute, furnish, and be bound by such additional documents to the Secretary of Housing and Urban Development shall determine necessary to effectuate or implement the assurances provided herein.

This document is hereby made part of and incorporated in any contract or agreement, or any supplemental amendments thereto, relating to the above [illegible] and shall be deemed to [illegible] the provisions therein to the extent that such provisions conflict with the assurances or agreements provided herein.

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

(Date)

By
(Signature)

District Administrator
(Title)

ATTEST:

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 aforesaid Federal Act and that the foregoing assurances and agreements have been legally and duly taken and made by the Applicant.

(Attorney)

APPENDIX 1B. GUIDEFORM 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 T.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 91-646, 91st Cong. H.R. 14628 (1970), and regulations, issued [illegible] such provision and shall in the application, contract, or agreement [illegible] the project identified as the Proposed Yap District Airport

1. In acquiring real property in connection with the project, the Applicant will [illegible] to the greatest extent practicable under State law, the real property acquisition policies 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 and assistance hereunder shall be borne in accordance with Section 211 of the Act, and

5. The Applicant will execute such agreements to applicable 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 effectuate or implement the assurances provided herein.

This document is hereby made part of and incorporated in any contract or agreement, or any supplements and amendments 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, T.T.P.I.
(Legal Name of Applicant)

(Date) By (Signature)

District Administrator
(Title)

Attest:

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 aforesaid Uniform Act and that the foregoing assurances and agreements have been legally and duly given and made by the Applicant.

(Attorney)

APPENDIX 2. GUIDEFORM: HOUSING REQUIREMENTS OF DISPLACED FAMILIES AND INDIVIDUALS

[illegible] FAMILIES [illegible]	[illegible] ___ [illegible] From ___ to ___ (date) (period/year)	LOCALITY: Yap District LOCAL AGENCY: District Administrator Office PROJECT NAME AND NUMBER: Proposed Yap Dist. Airport

A. [illegible]

	Negro/Black		American Indian		Spanish-American		Oriental		Other Minority		Total	
	Owner	Tenant	Owner	Tenant	Owner	Tenant	Owner	Tenant	Owner	Tenant	Owner	Tenant
Families												
Private	1										1	
Other	5										5	
Individuals												
Private												
Other												
Other												

B. [illegible] Block A. Check applicable box for group size [illegible] covered [illegible] of individuals and families to be displaced.

[illegible] X/ Negro/Black. [illegible] / Other ___

Annual Income	Individuals		Families																	
			Group Size (No. of persons)									By Bedroom Number								
	Owners	Tenants	1	2	3	4	5	6	7	8	9 or more	Total	0	1	2	3	4	5 or more	Total
Under $1000				1	1	1		1		1		4			1	3			4
$1000 - $2000						1				1		1				1			1
$2000 - $3000																			
$3000 - $4000				1															
$4000 - $5000								1				1				1			1
$5000 - $6000																			
$6000 - $7000																			
$7000 - $8000										4									
$8000 - $9000																			
$9000 - $10000																			
$10000 - $11000										1									
$11000 - $12000																			
$12000 - $13000																			
Total				1	1	2		2		1		5			1	5			6

[Form continued on next page]

[illegible]

[illegible] [illegible] apparently eligible for low-rent public housing.

[illegible] Section 235 and Section 236.

Annual Income	Individuals			Families																
				By Family Size (No. of Persons)									By Bedrooms Required							
	[illegible]	[illegible]																		
	[illegible]	[illegible]	[illegible]	2	3	4	5	6	7	8	9 or more	Total	0	1	2	3	4	5 or more	Total	
Under [illegible]																				
[illegible]																				
[illegible]																				
[illegible]																				
[illegible]																				
[illegible]																				
[illegible]																				
[illegible]																				
[illegible]																				
[illegible] and over																				
Total																				

NOT APPLICABLE

64

APPENDIX 3. GUIDEFORM: ESTIMATED CONCURRENT DISPLACEMENT

ESTIMATED CONCURRENT DISPLACEMENT	LOCALITY: Yap District
DISPLACEMENT PERIOD: [illegible]	LEAD AGENCY: District Administrator
From [illegible] to [illegible] (month/year)	COUNTY, BOROUGH, AND REGION: Proposed Yap District Airport

A. ANTICIPATED DISPLACEMENT (Number of Families and Individuals)

Type of Governmental Action	Negro, Nonminority		Negro Minority		American Indian		Spanish-American		Oriental		Other Minority		[illegible]	
	F	I	F	I	F	I	F	I	F	I	F	I	F	I
Non-assisted Projects														
Local Code Enforcement														
Highway Construction														
Other (identify FAA	6												6	
Total	6												6	

B. ESTIMATED HOUSING NEEDS (Number of Families and Individuals)
Instructions: To the extent that information is available, indicate the estimated housing needs of families and individuals covered in Block A.

Income Range	Families: Number of Bedrooms							Individuals: Type of Unit		
	0	1	2	3	4	5 or more	Total	Housekeeping	Rooming 0-54	Rooming 55-62
Low-Income Rental										
Sales			1	5			6			
Moderate-Income Rental										
Sales										
Above Moderate-Income Rental										
Sales										

APPENDIX 4. GUIDEPOST: HOUSING RESOURCES TO BE AVAILABLE PRIOR TO DISPLACEMENT OF FAMILIES AND INDIVIDUALS

[illegible]	DISPLACEMENT DUE BEFORE: ____ months From ____ (month/year) to ____ (month/year)	AGENCY Yap District LOCAL AGENCY District Administrator PROJECT NAME AND NUMBER Proposed Yap Dist. Airport

1. [illegible]

Type	0 Bedroom				1 Bedroom				2 Bedroom				3 Bedroom 1/			
	Number needed	Available Total	Available Satisfactory	Available Low	Number needed	Available Total	Available Satisfactory	Available Low	Number needed	Available Total	Available Satisfactory	Available Low	Number needed	Available Total	Available Satisfactory	Available Low
[illegible]																
[illegible]																
[illegible]																
[illegible]																
[illegible]																
[illegible]																
[illegible]																
[illegible]									1	0			5	0		
[illegible]																
[illegible]																
Total:																
Other-assisted																
Other-assisted																
Unassisted																
Owner																
Other-assisted																
Unassisted																
[illegible]																
Rental (unassisted)																
Sales (unassisted)																

1/ For larger units (4 bedroom, 5 bedroom, etc.) [illegible] types and adjust col[illegible] headings as applicable.

(Form continued on next page)

Type	Together Senior Total Dev.				Supportive Housing				Dev. Elderly/Handicapped				Institutional			
	Number	Available			Number	Available			Number	Available			Number	Available		
	Needed	Funded	Committed	Dev	Needed	Funded	Committed	Dev	Needed	Funded	Committed	Dev	Needed	Funded	Committed	Dev
Elderly																
Public Housing																
Sec.-assisted (conventional or other)																
Other-assisted																
Farm Development																
Sec.-assisted																
Conventional																
Private Capital																
Family Child																
[illegible]																
Sec.-assisted																
[illegible]																
Sec.-assisted																
Conventional																
[illegible]																
Conventional																

Not Applicable

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

COMMITMENTS FOR LOW- AND MODERATE-INCOME REPLACEMENT HOUSING

DISPLACEMENT PERIOD: ____ months
From ____ to ____
(month/year) (month/year)

LOCALITY Yap District
LOCAL AGENCY District Administrator
PROJECT NAME AND NUMBER Proposed Yap Dist. Airport

Sponsor, Program, and location	Fund Commitment	Date of Start of Constr. or Rehab.	Date of Completion	Type	[illegible] Number of [illegible] 0	1	2	3	4	5 1/
Yap District Housing Authority, Remote Housing Project		ASAP	ASAP	Low-Income Rentals						
				Sales			1	5		
				Moderate-Income Rentals						
				Sales						
				Low-Income Rentals						
				Sales						
				Moderate-Income Rentals						
				Sales						
				Low-Income Rentals						
				Sales						
				Moderate-Income Rentals						
				Sales						
				Low-Income Rentals						
				Sales						
				Moderate-Income Rentals						
				Sales						
				Low-Income Rentals						
				Sales						
				Moderate-Income Rentals						
				Sales						

Use additional sheets as necessary.
1/ In this column, enter number of units containing 5 or more bedrooms.

68

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 From _____ to _____ (month/year) (month/year)	LOCALITY LOCAL AGENCY PROJECT NAME AND NUMBER

Dwellers to be displaced, by minority-group category 1/	Retail, Wholesale		[illegible]		Service		Professional [illegible]		Farm		Other		Total		[illegible]
	O2/	T3/	O	T	O	T	O	T	O	T	O	T	O	T	
White (nonminority)															
Negro/Black															
American Indian															
Spanish American															
Oriental															
Other															
TOTAL															
[illegible] to be displaced by concurrent public activities in locality, during displacement period															

Not Applicable

1/ Attach statement describing basis for estimates, including, evidence of the concerns, nonprofit organizations, or farms, including, where applicable, description of relocation problems that will be encountered by concerns (and others) that employ significant numbers of minority-group persons.

2/ Owner

3/ Tenant

APPENDIX 7. GUIDEFORM: CHARACTERISTICS OF BUSINESS CONCERNS, NONPROFIT ORGANIZATIONS, AND FARM OPERATIONS TO BE DISPLACED

CHARACTERISTICS OF BUSINESS CONCERNS, NONPROFIT ORGANIZATIONS, AND FARM OPERATIONS TO BE DISPLACED	DISPLACEMENT PERIOD: ____ months From (month/year) to (month/year)	LOCALITY LOCAL AGENCY PROJECT NAME AND NO.

Name and Address	Type of Business	Type		Minority Group Class. 1/	Area (Sq. Ft./Acres)	Average Number of Employees	Have to relocate yes	No	Business Affiliation	If Yes, Name
		Owner	Tenant							
				Not Applicable						

Use additional sheets as necessary.

1/ Attach statement describing [illegible] category of the concern, nonprofit organization, or farm, including, as applicable, [illegible] relocation that will be addressed with respect to minority-owned or minority-group persons.

2/ Provide this information [illegible] or minority-group persons.

7/71

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

ESTIMATE OF RELOCATION COSTS AND SETTLEMENT COSTS	ALLOCATION PERIOD: ____ months From ____ (month/year) to ____ (month/year)	LOCALITY: Yap District LOCAL AGENCY: District Administrator PROJECT NAME AND NUMBER: Proposed Yap District Airport

A. PAYMENTS TO FAMILIES AND INDIVIDUALS

Type of Payment	Families No.	Families Amount	Individuals No.	Individuals Amount	Total No.	Total Amount
Moving Expenses						
1. Actual Moving Expenses	6	$ 3000		$	6	3000
2. Fixed Payment and Dislocation Allowance						
3. Total	6	3000			6	3000
Replacement Housing Payments						
Homeowner						
4. Differential Payment	6	72,000			6	72,000
5. Interest Payment						
6. Incidental Expense Payment						
7. Total	6	72,000			6	72,000
Tenants and Certain Others						
8. Rental Assistance						
9. Downpayment Assistance						
10. Total						
11. Total (Sum of Lines 3, 7, and 10)	6	75,000			6	75,000

B. PAYMENTS TO OTHER BUSINESS, FARMS, OR NONPROFIT ORGANIZATIONS, AND OTHERS

Type of Payment	Business No.	Business Amount	Farms No.	Farms Amount	Nonprofit Organizations No.	Nonprofit Organizations Amount	Others No.	Others Amount
Moving Expenses								
1. Actual Moving Expenses	Not Applicable							
2. Fixed Payment in Lieu of Moving Expenses								
3. Dislocation Allowance								
4. Total								
5. Payments in Lieu of Moving and Related Expenses								
6. Total (Sum of Lines 4 and 5)								

C. Total estimate of relocation payments to individuals, families, business concerns, nonprofit organizations, and farms. (From Line 2, the Grand Total, Block B, Line 6) $ 75,000.00

D. Assistance 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. (These are not "relocation costs" or "relocation payments," but are acquisition costs subject to payment as provided under P.L. 91-646.) $ _____

I. Scope: [illegible] Standards apply to the living units, dwellings and all other structures in projects financed completely or partially by Bond funds from the San Diego Housing Authority. They apply also to all existing structures to which proposed additions or alterations are to be made [illegible] Housing Authority.

II. Standard [illegible]

III. Alternate Design Treatment and Construction Methods: Although [illegible] provided by the Authority, these Property Standards [illegible] in any way, limit the [illegible] which are to be [illegible] additions. [illegible] which are in [illegible] the conditions [illegible] Property Standards [illegible] the [illegible]

[illegible]

e. Location and dimensions of [illegible] and [illegible] kitchen cabinet 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. [illegible]

b. [illegible]

c. Dimensioning [illegible] of all rooms and [illegible] ing framing members, windows, columns or piers

d. Location of all plumbing fixtures

e. Location of all [illegible] equipment, including switches, [illegible] etc.

3. Exterior Elevations

a. Scale 1/4" = 1' - 0"

b. Front, [illegible] in [illegible] elevations

c. Windows - [illegible]

d. Depth of [illegible] foundations or piers

e. [illegible]

f. [illegible]

4. Sections [illegible]

a. [illegible] showing all details of [illegible] to highest point of roof.

b. [illegible]

5. Water Supply and [illegible]

a. Plot plan [illegible] of individual water supply [illegible] system

b. [illegible] consideration of [illegible] and sanitary details of [illegible] including sanitary [illegible]

n. When it is desired to make changes for any reason in exhibits after their approval, such change 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 in the direction and in the interest of the Authority to determine whether construction is in accord with compliance with the provisions of the [illegible] have been complete the completion [illegible] with approved drawings [illegible] or exceeding the plans [illegible] Authority [illegible] Standards.

B. Request for inspection or reinspection must be submitted in writing to the Authority and shall be signed by the lessee and/or by the builder if he is also an authorized agent of the lessee. The request must indicate the stage of construction for which the inspection is requested.

C. From date of receipt of the direction or reinspection request, the inspection must be made within thirty (30) working days by an inspector authorized by the Board of Directors.

D. Which Inspection is to be [illegible] beginning of construction and prior to [illegible] of the lease. This inspection is to check the [illegible] erected construction to establish that it [illegible] and on the plot plan and that it is in accordance with Section VII, D and F, of these Property Standards.

E. [illegible] after the [illegible] developing the direction [illegible]. These inspections [illegible] is in accordance with the plans and [illegible] and with these Property Standards.

F. Fourth and final [illegible] following completion of the construction [illegible] project is in fact completed, in [illegible] plans, revisions thereof and [illegible]

G. Failure to [illegible] authority inspections will constitute just [illegible] the Authority to revoke the lease and/or [illegible] if the lessee does not bring the [illegible] to these Property Standards within [illegible] following the compliance inspection [illegible] the irregularity.

H. Failure [illegible] and [illegible] initiate [illegible] the Authority to [illegible] [illegible] last inspection only and reinspection finds the project to be in accordance with the above mentioned requirements. The lessee 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 foreclosure proceedings if necessary.

I. When a lessee [illegible] in question appears to be unjustified in regard to [illegible] period [illegible] the planner, cannot [illegible] or improvement [illegible] request a review the case by [illegible] if necessary. 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 [illegible] improvements will be required.

B. Compliance with established requirements of the health authority related to individual 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 Planning Authority does not assume responsibility for enforcing or determining compliance with local codes, regulations or interpretation of same. However, it may authorize or [illegible] inspections performed by other authorities having [illegible] locally adopted public codes or regulations [illegible] electrical, plumbing, [illegible] ideas. Fire [illegible] part or all [illegible] compliance inspections.

D. Which conditions [illegible] property be free from those hazards which may affect the health and safety of the occupants, or the standard [illegible] of the improvements, or which may impair the [illegible] use and enjoyment of the property [illegible] may be considered, [illegible].

E. Each living [illegible] for each of the following:

1. A continuous supply of safe potable water or storage capacity of [illegible] (4) [illegible] person per day for sixty (60) days.

2. Sanitary facilities [illegible] method of sewage disposal.

[illegible]

4. A [illegible] without passing through any other living unit.

F. Areas designed or used for non-residential purposes, shall not exceed 25 per cent of the total floor area. A property, any portion of which is designed or used for non-residential purposes, is ineligible for loan money if the type or [illegible] residential use is inharmonious with the [illegible] of the property for family occupancy.

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. c

B. Space Standards --

1. Unless otherwise noted, requirements are based upon dimensions between finished floor surface and rough ceiling surface, bottom of joists and between rough wall or rough studding surfaces.

2. Minimum square feet area and minimum dimension for each of the following shall be:

a. [illegible]

	Area	Minimum	Total Area	Min Dim
[illegible]	[illegible]	[illegible]	[illegible] S.F.	[illegible]
[illegible]	[illegible] "	[illegible] "	[illegible] S.F.	[illegible] "
[illegible]	[illegible] "	[illegible] "	200 "	[illegible] "
[illegible]	[illegible] "	[illegible] "	240 "	[illegible] "
Least Dimension	[illegible]	[illegible]		7'

b. [illegible] square feet; least dimension [illegible]

c. [illegible] with [illegible] type toilet - [illegible] water closet. [illegible] of fixtures [illegible] and permit 90 degree [illegible] sliding doors are used.

d. [illegible] so as to pro- [illegible] per unit of [illegible]

[illegible]
and [illegible]

C. Light and [illegible]

1. Natural ventilation and lighting shall be provided through openable 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 [illegible]

3. Natural [illegible] provided by a total area area of [illegible] 4 per cent of the floor area in 4 rooms.

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"	6'6"
Bathrooms	2'0"	6'6"

E. Stairways:

1. Interior stairways must have:

Minimum headroom	6'4"
Minimum width	2'6"
Minimum [illegible]	0'9"
Maximum [illegible]	[illegible]

[illegible] flights of [illegible] stairs [illegible]

Railing [illegible] of all sectionwalls.

2. Exterior stairways must have:

Minimum width	3'0"
Minimum [illegible]	0'9"
Maximum [illegible]	[illegible]

Continuous handrail [illegible] sides.

F. Genera

1. All [illegible] shall comply with, as a minimum, the stated [illegible] 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. Ad[illegible] and rigidity

   b. Ad[illegible] construction, decay, [illegible] and [illegible] forms

   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 [illegible] acceptable connections. In general, the nailing patterns used herein provides for 8d or 10d nails for toenailing, 16d nails for end or face nailing [illegible] and 8d nails for face nailing [illegible] 3/4 inch materials.

4. Dimensions shown [illegible] standards are nominal sizes unless [illegible] noted.

5. Excavation [illegible]

   a. [illegible] walls [illegible] opening except [illegible] footing.

   b. [illegible] against walls and [illegible].

6. Footings

   a. [illegible] continuously where possible [illegible] joint with dowels for transfer of shear.

   b. Side forms shall be used where soil conditions prevent [illegible]

   c. A minimum [illegible] shall be allowed for [illegible] subjecting to loads.

d. [illegible] of footing is not determined on a ru[illegible] basis, footing shall be as listed in Table I.

TABLE I (Footing sizes)

No. of stories	Frame		Masonry	
	[illegible]	[illegible]	Minimum thickness	Projection each side [illegible]
One story	6 in.	[illegible] in.	6 in.	[illegible] in.
Two story	6 in.	3 in.	6 in.	4 in.

e. Stepped footings shall have a vertical step not to exceed 2/4 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 reinforcement shall be required when the projection on each side of the wall, pier or column exceed 2/[illegible] the thickness, or when soil conditions are such as to require reinforcement. [illegible] in footings shall be [illegible] table or approved engineering [illegible].

7. [illegible]

a. [illegible] masonry shall be [illegible] or shall [illegible] filled with concrete or [illegible] have a sill plate [illegible] of the wall.

b. [illegible] average thickness of [illegible] than 3/4 inches in thickness.

c. Walls shall be [illegible] anchored to intersecting walls.

d. Masonry [illegible] be supported by steel or [illegible].

c. [illegible] shall not be used [illegible]

f. [illegible] height of the wall does not exceed [illegible] 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 [illegible]

b. The [illegible] joints [illegible]

c. Double facing 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. [illegible] 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 are not been determined by [illegible] the following criteria may be used:

(1) [illegible] - No. 3 bars (3/8") at [illegible]

(2) [illegible]

(a) [illegible] 8 bars at 32 inches [illegible]

(b) [illegible] reinforcement 36 inches [illegible]

10. [illegible]

a. [illegible] shall be secured by [illegible] or masonry walls as follows:

(1) [illegible] 3 bolts or dowels or equivalent [illegible] 16 inches in masonry [illegible] not less than [illegible]

[illegible] page 1/2

[illegible] not less than six inches. [illegible] shall be the same as for masonry walls.

11. Masonry or Concrete Foundation Piers

a. These standards apply to free-standing pier construction and exterior pier construction. See Section [illegible] for wood piers.

b. [illegible] construction shall [illegible] masonry filled wood [illegible]

c. Pier proportions [illegible] for walls subject to [illegible] be concrete, solid masonry, hollow ma[illegible] with walls 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 wind may be concrete, solid or hollow masonry or hollow steel pipe (minimum diameter - 6") filled with concrete or grout. Hollow masonry must be capped with 4 inch concrete, solid masonry or filled cells in top course with grout. Unless reinforced, maximum height of pier above grade:

(1) Concrete or solid masonry, 10 times their least dimension.

(2) Hollow [illegible] times their least dimension.

e. [illegible]

TABLE IV. ([illegible] of piers)

Pier	Minimum [illegible]	Minimum [illegible]	Pier Spacing Right angle to joists	Pier Spacing [illegible] to joists
Solid or reinforced masonry	[illegible]	[illegible]	8 ft. max.	12 ft. max.
Hollow Masonry	[illegible]	[illegible]	8 ft. max.	12 ft. max.
Concrete	[illegible]	[illegible]	8 ft. max.	12 ft. max.

12. [illegible]

a. [illegible] grading and drainage around the [illegible] 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. [illegible] construction shall be [illegible] [illegible] from or on [illegible]. [illegible] below [illegible] shall not be more than 12 inches [illegible] pieces.

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 [illegible] construction practices required in other sections. These include:

(1) Adequate drainage for building and site.

(2) [illegible] between ground and wood.

(3) [illegible] of structural [illegible].

(4) [illegible]

b. [illegible] timbers and other [illegible] from the building site [illegible]

c. Termite [illegible] will be provided by one or more of the following [illegible]

(1) [illegible]

(2) [illegible]

(3) [illegible] upon

(4) [illegible]

(5) [illegible]

d. [illegible] foundations cannot be considered as termite protections 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 [illegible]

e. [illegible] shall [illegible] be used.

f. Capping the termite protection shall be at least four inches thick.

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

h. Wood and plywood 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 under such frames shall be pressure treated or redwood.

k. All [illegible] sills [illegible] with concrete or masonry within 24 inches of ground shall be pressure treated or redwood.

l. [illegible], posts, etc. in [illegible] shall be pressure treated.

14. Wood Floor Framing

a. Wood joists shall rest on girders or solid masonry walls. The bearing [illegible] shall [illegible].

b. [illegible] without splices.

c. [illegible] 2 x 4 inches.

d. Joists [illegible] shall be made over [illegible].

e. [illegible] sills shall be two inches. [illegible] shall bearing area of wood and [illegible] joists.

f. Bridging [illegible] joists shall be 24 inches.

g. [illegible] floor framing, including joists, sole [illegible]s, girders, headers and trimmers shall be designed to [illegible] all design loads.

h. Splices shall be made only over bearing points.

i. Joists shall be toenailed to sill with 2-10d or 3-8d nails.

15. Exterior [illegible] Framing

a. [illegible] wall [illegible], including sills, [illegible] be designed to [illegible] loads.

b. Studs may be notched one-fourth their depth to receive piping or conduit or may be drilled a maximum of 1½" 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 roof 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. Fill to sole plate with 3-10d or 4-8d toenails or end nail with [illegible]

e. [illegible] studs to sill [illegible] provided. [illegible] inch stud [illegible] to sill at every other stud or by [illegible]

f. Corner posts shall not be less than three 2X4's and to receive interior finish.

g. Corner [illegible] nailed together with [illegible] not more than [illegible] inches o.c.

h. Wall bracing [illegible] provided in exterior wall construction. [illegible] bracing, corner bracing or at least one 8 foot or three 4 foot braced wall sections [illegible] provided in each wall.

i. [illegible] to subfloor and header joist with [illegible] 16 inches o.c.

[illegible] shall be at least 32 inches [illegible] wer [illegible] splices. Fall lower members of pl[illegible] each [illegible] with two 16d nails. Fall upper [illegible] over 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 designloads.

m. [illegible] shall be [illegible] shall be [illegible] or [illegible] in [illegible].

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 joists supported by masonry walls shall have a minimum thickness of two inches.

c. Plates shall be set true and level. Set plates in full bed of portland cement mortar when necessary to obtain full bearing.

d. For anchorage of plate see Section [illegible] VIII, p. [illegible].

e. Rafters for roof [illegible] over 3 to 12, maximum span shall not exceed those indicated in Table No. [illegible].

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	7'0"
	[illegible]	6'2"
	[illegible]	5'2"
[illegible]	[illegible]	[illegible]
	[illegible]	11'4"
	[illegible]	9'3"
2x8	[illegible]	20'0"
	[illegible]	17'4"
	[illegible]	14'6"
2x10	[illegible]	24'0"
	[illegible]	22'0"
	[illegible]	18'0"

[illegible] ing.

f. Rafters shall be cut for level bearing on top plate with three 10d nails. Ridge anchorage 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 the purpose may be used.

h. Rafters and ceiling joists shall be nailed together to resist roof thrust with minimum of four 16d nails.

i. [illegible] Top of collar beam shall be held with three 16d nails. 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 gage size. Nails shall be deformed, barbed, or threaded shank and large for the material roofing or with heads not less than 3/8 inch diameter. Length of nails shall be that which will penetrate the thickness of the roof, one inch into wood purlins.

18. Painting

a. [illegible] shall be [illegible] for [illegible]

b. [illegible] other coating shall be in strict conformity with manufacturer's directions. Ready mixed paint shall not be thinned, except as [illegible] in the instructions.

c. [illegible] shall be clean and dry to the touch [illegible] completed for application to wet surfaces.

d. Exterior paint shall

(1) [illegible] all edges with heavy coat [illegible] or white lead linseed

(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 five or immediately after in[illegible]

(2) [illegible]

f. Concrete masonry units 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 [illegible]

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

h. Steel or iron:

(1) Surface [illegible] thoroughly cleaned.

(2) [illegible] coat of red or [illegible] or zinc oxide primer.

(3) Apply [illegible] coat of exterior house paint or [illegible] paint.

i. [illegible] not painted. If [illegible] should be primed with [illegible] by a coat of exterior house paint [illegible]

j. [illegible] may be painted or left unpainted, [illegible] and fixtures which [illegible] and coatings [illegible] painted [illegible] with a suitable paint [illegible] finish.

k. Interior woodwork 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. The pipe shall be galvanized, copper, or plastic. [illegible]

b. [illegible] installed. Outhouse pits [illegible] installed and are provided with either potable 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 bathroom plumbing is included in the living unit, there shall be a main soil stack of not less than [illegible] extending up from the building drain to not less than six inches above the roof.

e. The [illegible] pipe shall be extra heavy or [illegible] cast iron soil pipe.

f. [illegible] and vent piping shall be [illegible] or galvanized steel pipe.

g. [illegible] shall be [illegible]

h. [illegible] shall be provided in the living unit.

i. [illegible] pipe shall be provided at [illegible] kitchen.

20. Electrical

a. Electrical service shall be provided, where available, by the [illegible] Electric Co.

b. [illegible] shall approximate the current standards of [illegible] where such standards [illegible]

21. Individual Water Supply Systems

a. Where a public water system is not available, an acceptable water catchment system shall be installed.

b. An acceptable water catchment system shall include the following:

(1) A catchment surface suitable for collecting [illegible] rainfall. All roofs [illegible] [illegible] [illegible] [illegible] [illegible]

(2) Gutters shall be adequately sloped so [illegible] water will puddle in them.

(3) A covered storage tank or tanks acceptable to the Board of Directors and providing a minimum storage capacity of four gallons per person per day for 60 days. The storage tank or tanks shall be equipped with overflow pipe, drain pipe and valve [illegible] main distribution pipe.

22. Sewage Disposal System

a. No sewage disposal system will be considered acceptable if raw waste is allowed into the ocean.

b. The individual [illegible] disposal system shall consist of a [illegible] tile leach and acceptable [illegible] [illegible] consist of a water [illegible] [illegible] pipe. Other methods [illegible] [illegible] and they must be approved [illegible] [illegible].

c. [illegible] the sewage system shall be [illegible] maintenance. It will [illegible] and will not create a [illegible] hazard the safety of any [illegible] [illegible].

d. [illegible] shall provide [illegible] for [illegible] [illegible]. The structural design [illegible] shall be in accordance with [illegible] and engineering practices.

e. [illegible] shall be vertical and horizontal [illegible] [illegible] and good engineering [illegible].

HICOM COMM. NO. 6-34

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

CABLE: HICOM SAIPAN

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 RELOCATION 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.

Congress of Micronesia

CAPITOL HILL SAIPAN MARIANA ISLANDS 96950

SENATE

PRESIDENT
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MARIANAS DISTRICT
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MARIANAS DISTRICT
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Jose Matnas
Oscar Rasa

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.

TOSIWO NAKAYAMA
President of the Senate

V. SAMO ULECHONG
Clerk of the Senate

THE HOUSE OF REPRESENTATIVES OF THE CONGRESS OF MICRONESIA

We hereby certify that the following Bill passed

SIXTH CONGRESS OF MICRONESIA

[illegible] SESSION, 1975 SENATE BILL NO. 6-198, S.D.1

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:

Section 1. Chapter 16 of Title 67 of the Trust Territory Code is hereby added to read as follows:

"CHAPTER 16

LAND ACQUISITION

Sections

401. Purpose and application.

402. Real property acquisition practices.

403. Just compensation.

404. Equal interest in improvements.

405. Payments for repair improvements

property expeditiously through negotiation;

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

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

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

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

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

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

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

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

to agree to a price for his property.

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

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

Section 403. Equal interest in improvements. In acquiring any interest in real property the Government will acquire at least an equal interest in all building structures or other improvements located on that real property which will be removed 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

1 RELOCATION ASSISTANCE

2 Sections

15 Section 501. Declaration of policy. The purpose of this Chapter

16 is to establish a uniform policy for the fair and equitable

17 treatment of persons displaced by

(1) 'Agency' means any department, agency or instrumentality of the Trust Territory or of a political subdivision of the Trust Territory, or any department, agency or instrumentality of two or more political subdivisions of the Trust Territory.

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

(3) 'Displaced person' means any person who, on or after the effective date of this Chapter, moves from real property, or moves his personal property from real property, as a result of the acquisition of such real property, in whole or in part, or as the result of the written order of the acquiring agency to vacate real property, for a program or project undertaken by an agency, and solely for the purpose of Sections 505(1) and (2) and 506 of this Chapter, as a result of the acquisition of or as the result of the written order of the acquiring agency to vacate other real property, on which such person conducts a business or farm operations for such program or

(c) by a nonprofit organization.

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

Section 503. Moving and related expenses.

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

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

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

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

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

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

(b) is not a part of a commercial enterprise having at least one other establishment not being acquired by the agency

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

Section 504. Replacement housing for homeowners.

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

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

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

which was a valid lien on the dwelling for not less than 180 days prior to the initiation of negotiations for the acquisition of the dwelling. The amount shall be equal to the excess in the aggregate interest and other debt service costs of that amount of the principal of the mortgage on the replacement dwelling which is equal to the unpaid balance of the mortgage on the acquired dwelling over the remainder term of the mortgage on the acquired dwelling reduced to discounted present value. The discount rate shall be determined by regulations issued pursuant to Section 508 of this Chapter; and

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

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

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

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

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

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

Section 506. Relocation assistance advisory programs.

(1) Whenever the acquisition of real property for a program or project undertaken by an agency will result in the 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) assure, 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

out of the relocation program.

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

Section 508. Authority of the District Administrator.

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

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

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

a move or, if feasible sooner, be paid in advance; and

(c) any person aggrieved by a determination as to eligibility for a payment authorized by this Chapter, or the amount of payment, may have his application reviewed by the High Commissioner.

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

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

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

Section 511. [illegible] not to be considered as income or resources. [illegible] by a displaced person under this Chapter shall be considered as income or resources for the purpose of determining the eligibility or extent of eligibility of any person for assistance under any Trust Territory law, or for the purposes of any Trust Territory tax laws. These payments shall not be considered as income or resources of any recipient of public assistance and the payments shall not be deducted from the amount of aid to which the recipient would otherwise be entitled.

Section 512. Appeal procedure. Any person or business concern aggrieved by a final administrative determination pursuant to Section 5[illegible](1)(c) of this Chapter concerning eligibility for relocation payments authorized by this Chapter may appeal that determination to the Trial Division of the High Court in the area in which the land taken for public use is located or the rehabilitation program is conducted."

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

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

July 31, 1975

Edward E. 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. MANGEFEL, 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 15th day of January, 1979, at Colonia, Yap, Trust Territory of The Pacific Islands.

JOHN A. MANGEFEL
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 15th 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 condennation 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 determinded for land ownership and are on record with Certificate of Titles in the Yap Land Commission Office. A Certifitate 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 land-owner of parcels along this right-of-way, requesting an upgrading, paving, and extention 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. Temme, District Land Management Officer of Yap District, Trust Territory of the Pacific Islands, hereby certify that I have personally made, 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 incomporated 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. Temme
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 condennation 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 extention 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 incomporated herein, and have made a physical inspection of the premises, and have questioned all particulary 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 paries 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, leneages, or clans listed below:

BUNI 13 E MARNGA'AG, KO ANITAFEN E BINAW NI KEYIB U LAND COMMISSION

Ire ray ni ke ngongliy fare Land Commission nu roy u waab ko rethali fach fach ney nib mataw ko section 109, Title 67 ko Trust Territory Code, werilen marnga'gen yuyangi binaw nibaayay ni un weliy kefram boch ma kuun announce nag u radio ko bay be'nib lag ko yuyangi binaw ney fadwriy. Nga tomuren fare pugthin ni faleg fare Land Registration Team nu falak nu Rull u mornga'gen yuyangi binaw marabe' ni bay tafen ko gin nem man pi matawen ni nge weliy yalen ko binaw ni nge rung ag e girdii. Kemur weliy ere team ney marnga'gen e yuyang i binaw ney ke yane au ani tafen bang nge bang ni kani yoloy nga but ni bay u lane yu Luwech nge Lamer nu Rull ko falak ni ke aw binaw ko gidii u but nge tabnaw nge ganong rok ni kan yoloy nga but:

LOT NO. *NAMBA KO GIBINAW*	LAND NAME *FITHNGAW E BINAW*	OWNER *ANNI TAFEN*	TYPE OF OWNERSHIP *ROGON ME TAFNAY*
1673 025 H 50	Ngalll	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	Ngalll	" "	" "
1669 025 H 42	"	" "	" "
1602 032 H 17	Fitla'falan	" "	" "
1608 033 H 01	Fanemachllo'	" "	" "

LOT NO. *NAMBA KO GIRIMW*	LAND NAME *FITHINGAN E BINAW*	OWNER *ANNI TAFEN*	TYPE OF OWNERSHIP *ROGON ME TAFNAY*
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	Lanem'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. *NAMBA KO GIBINAW*	LAND NAME *FITHNGAN E BINAW*	OWNER *ANNI TAPEW*	TYPE OF OWNERSHIP *ROGON ME TAFNAY*
1542 030 H 22	Wol'	Raphael Figirag	Fee Simple
1615 035 H 08	Fityaw	Anna M. Gilippin	" "
1630 025 H 07	Taflangningek	" " "	" "
1634 025 H 12	Le'eloch	" " "	" "
1586 031 H 30	Tanyu Flyew	" " "	" "
1561 031 H 04	Dafnek	" " "	" "
1561A 031 H 03	"	" " "	" "
1570 032 H 05	Lanedafit	" " "	" "
1575 032 H 11	Dimochug	" " "	" "
1550 030 H 42	Fitgllrow	" " "	" "
1550A 030 H 39	"	" " "	" "
1551 030 H 32	Tre'bulang	" " "	" "
1558 032 H 01	Fitgll'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 Bumoon	" "
1540 030 H 18	Te'non	" "	" "
1540A 030 H 17	"	" "	" "

LOT NO. *NAMBA GO GIRTHAN*	LAND NAME *FITHUCHAN E PIMAN*	OWNER *ANNI TAFEN*	TYPE OF OWNERSHIP *ROGON ME TAFMAY*
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	Fitgli'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	Mel'	" "	" "
1579 032 H 21	Dakenemalang	" "	" "
1693 027 H 27	Lub	" "	" "
1625 025 H 02	Manel	Ellas Figir	" "
1629 025 H 06	Taflang	" "	" "
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	Denngek	" "	" "

LOT NO. NUMBER AD GIRTHAN	LAND NAME FITENIAN E BINAN	OWNER ANNI TAFEN	TYPE OF OWNERSHIP ROGON NE TAFHAY
1661 025 H 30	Denngek	Elias Figir	Fee Simple
1667 025 H 36	Golang	" "	" "
1692 027 H 23	Aplrgog	" "	" "
1613 035 H 10	Fityaw	" "	" "
1618 035 H 06	Fitechogow	" "	" "
1621 035 H 03	Machugyog	" "	" "
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	Marlana 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. NAMTA NG GIFIRAN	LAND NAME FITHUGAN N BINAW	OWNER ANNI TAPEN	TYPE OF OWNERSHIP ROGON NG TAPWAY
1601 031 H 19		Marlana Tinanpong	Fee Simple
1604 032 H 19	Kanemalang	" "	" "
1596 031 H 21	"	" "	" "
1656 025 H 22	Denngek	Cecilia Yirpin	" "
1665 025 H 41	Ngalil	" "	" "
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 Flanug	" "
1635 025 H 13	Le'eloch	" "	" "
1637 025 H 14	Pe'muth	" "	" "
1639 025 H 15	Le'eloch	" "	" "
1660 025 H 31	Dulkan	" "	" "
1685 & 1685A 027 H 12	Darad	" "	" "
1688 027 H 18	Mangel	" "	" "
1690 027 H 16		" "	" "
1628 025 H 03	Taflang	Lucia Gootinag	" "
1646 023 H 11	Fool	" "	" "
1650 023 H 03	"	" "	" "
1653 025 H 23	Denngek	" "	" "
1653A 025 H 26	"	" "	" "

LOT NO. *LATA NO GIRIMAN*	LAND NAME *FIRNGAR E ETMAN*	OWNER *ARNI YAPEN*	TYPE OF OWNERSHIP *ROGOR NE YAPEAY*
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 Winiyog	" "
1587 031 H 28	Mal'	" "	" "
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	Tafluf	" "	" "
1580 032 H 15	Kanemalang	" "	" "

LOT NO. / *[illegible]*	LAND NAME / *FITGIGAN E BIRAN*	OWNER / *ANNE TAFEN*	TYPE OF OWNERSHIP / *ROGON NE TAFMAY*
1536 030 H 24	Nifingrad	Carlos Figirgaw	Fee Simple
1538 030 H 23	Gabchen	" "	" "
1606 032 H 23	Gal ngun	" "	" "
1515 029 H 13	Te'bachngul	" "	" "
1521 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 Denngek	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'	Maria Marangweg	" "

LOT NO. / NUMBA EG GIRTHIB	LAND NAME / FITHNGAN E FINAM	OWNER / ANNE YAPEN	TYPE OF OWNERSHIP / ROGON ME YAPWAY
1588A 031 H 32	Pe'romo'	Marie 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	Laaflan	Tobias Tithinmoon	" "
1571 032 H 07	Buguledafit	" "	" "
1543 030 H 28	Tabaneligyow	" "	" "
1514 029 H 14	Te'bochngul	" "	" "
1600 031 H 20	Dakenemlang	Marla Leasog	" "
1605 032 H 20	"	" "	" "
1605A 032 H 22	"	" "	" "
1607 032 H 24	Richmal	" "	" "
1687 & 1687A 027 H 13	Binfiy	Joseph Flanug	" "
1632 025 H 10	Taawat	" "	" "
1638 025 H 16	Leeluch	" "	" "
1655 025 H 19	Denngek	Fernando R. Faleuaath	" "

LOT NO. / MWA KO-GAPINAW	LAND NAME / FITEGDAN E BINAW	OWNER / ARNI TAPEN	TYPE OF OWNERSHIP / RUGON ME TAPWAY
1614 035 H 11	Fityaw	Fernando Faleuaath	Fee Simple
1614A 035 H 12	"	" "	" "
1619 035 H 04	Tangay	" "	" "
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 Gilmee	" "
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	Ngalil	Benedict Defingmed	" "
1678B 027 H 05	Gacholey	Augustin Untaman	" "
1659A 025 H 32	Mangyol	" "	" "
1694 027 H 26	Lub	" "	" "

LOT NO. / NUMA RO GIFILIWAN	LAND NAME / FITHUGAN E BINAW	OWNER / ANAI TAFEN	TYPE OF OWNERSHIP / RUJON NE TAFNAY
1694A 027 H 25	Lub	Augustin Unteman	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 Rabdily	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	Ngalil	" "	" "
1671 & 1671A 025 H 47	"	" "	" "
1677 025 H 51	Wal'yol	" "	" "
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'niut	People of Luwech People of Lamer	Fee Simple in Common
1659C 025 H 34	Mangyol	Demetrio Flanug	Fee Simple
1659D 025 H 35	"	Anna M. Gilippin	" "
1695 027 H 06	Firigaw	Anna M. Gilippin Carlos Walag	Fee Simple Tenancy for Life
1609 034 H 05	Fenemachilo'	TT. Government Raphael Figirag	Fee Simple Possibility of Reverter

LOT NO. *DATUA KO GIDUGAW*	LAND NAME *FIGIRIGAW 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. / MAYEA NI GIRINAW	LAND NAME / FITHUGAW E' RINAW	OWNER / ANNI MAPEN	TYPE OF OWNERSHIP / ROGOW NI TAFMAY
1616 035 H 09	Firigaw	Demetrio Flanug,	Fee Simple
1690A 027 H 15		Demetrio Flanug	" "
1642 023 H 07	Fool	Margarita Miniyog	" "
1695 027 H 21	Firigaw	Anna M. Gilippin 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	Repuw	Anthony Teteth TT. Government	Fee Simple Road Easement and water and sewer right of way.
1054A 021 H 06	Fane Alliiy	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	Balegabchag	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

End of Report

[illegible]	[illegible]	[illegible]	[illegible]
1069 020 H 08		TT. Government In (Ngolog)	Fee Simple Possibility of Reverter
011 H 01		Andrew Rurpong	Fee Simple
326 010 H 08	Kanjalguw	Joseph Sogon & Felix Gaag	Fee Simple in Common
313 009 H 04	Taglimlim	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
1049C	"	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 Taman, Mark Loochath, Ignatius Waathag, Richard Rifel, Lucia Gootinag, Joseph Flanug, Thonmer, Bénedict Detingmed, Martin 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 aw faan ra bay be' nib adag ni nge fek nga Court ma dabi sagal nga tomuren 120 e rran ko refen ni tabol i weliy 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 tafen e binaw fa biyuu 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 fane pul ko June, 19 77.

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
Colonia, 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
Colonia, 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

By: _____

District Attorney

Date: _____

APPROVED FOR THE DISTRICT
OFFICE OF LAND MANAGEMENT

By: _____
Harold Temme
Acting District Land
Management Officer

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 29989, HONOLULU, HAWAII 96820

STREET ADDRESS:
550 Paiea Street
Honolulu, Hawaii

Telephone 847-2067
(Area Code 808)

February 11, 1975

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 Charles 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

THE RALPH M. PARSONS COMPANY

TITLE YAP- LOCATION OF R/W A4, ALT 1 SHEET NO. 1 OF 3

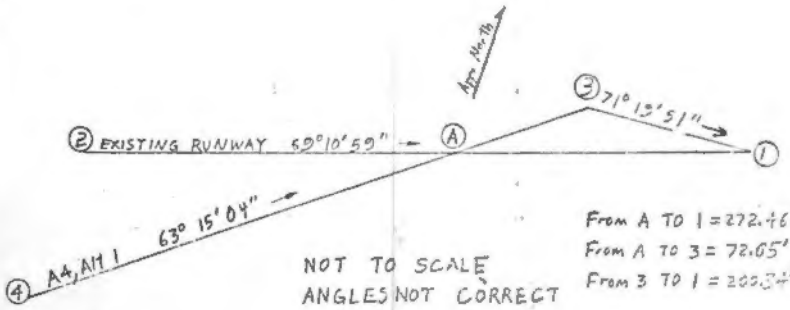
JOB NO. 5047 DEPARTMENT _____ AUTHOR F. Hermina DATE Feb 10, 1975

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

POINT	YAP GRID COORDINATE NORTH	EAST	DESCRIPTION
1	175,703.57	103,575.31	EXISTING EAST THRESHOLD (MONUMENT)
2	173,986.22	99,058.34	EXISTING WEST THRESHOLD (MONUMENT "WEST BASE")
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° 10' 59"

ALIGNMENT A4, ALT 1 AZMUTH, YAP GRID: 63° 15' 04"



NOT TO SCALE
ANGLES NOT CORRECT

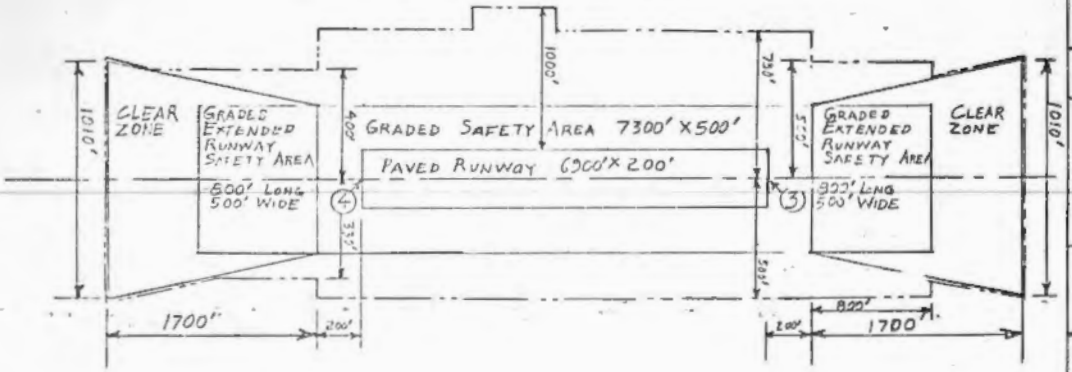
From A TO 1 = 272.46'
From A TO 3 = 72.65'
From 3 TO 1 = 200.34'

RMPH F-105

PAGE NO. _____

IMPORTANT DIMENSIONS OF AIRPORT.

PROPERTY LINE – 750' MINIMUM FROM RUNWAY CENTERLINE ON NORTH SIDE
1000' IN TERMINAL AREA.
500' MINIMUM ON SOUTH SIDE
LAND ALSO REQUIRED FOR RELOCATED ROAD, SLOPES, AND EXCESS CUT SPOIL AREA.



SEE TERMINAL AREA PLAN FOR ADDITIONAL DATA ON TERMINAL LOCATION.
SEE SHEET NO 3 FOR DATA ON CLEAR ZONES.

NOT TO SCALE

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

DEPARTMENT
AUTHOR
DATE
SHEET NO 2 OF 3

JOB NO 5047

TITLE YAP – LOCATION

THE RALPH M. PARSONS COMPANY

PAGE NO

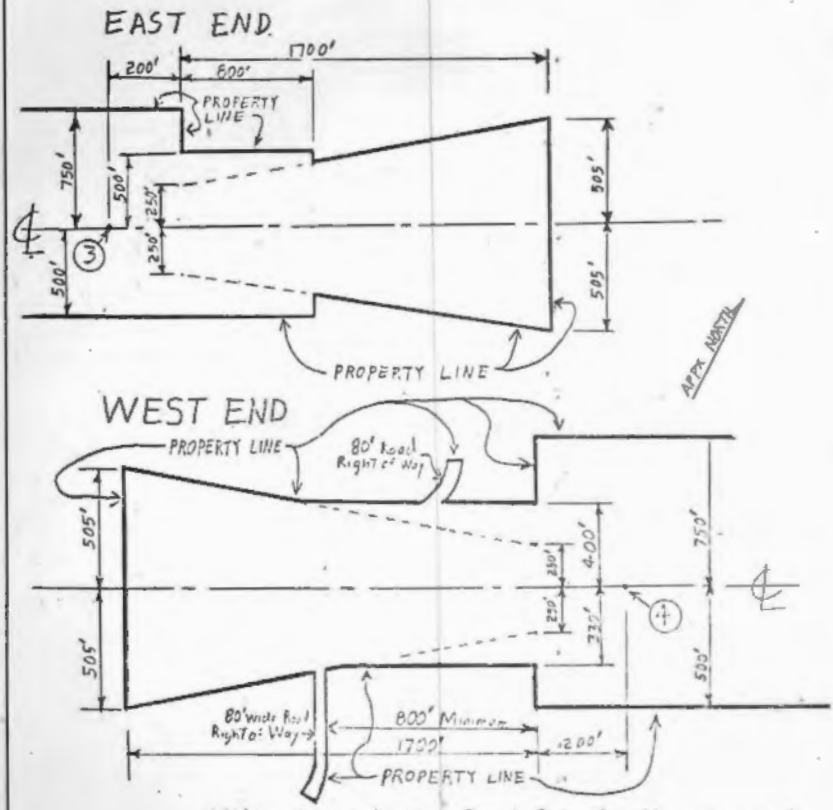
THE RALPH M. PARSONS COMPANY

TITLE YAP-LOCATION OF RW A-4, ALT 1 SHEET NO 3 OF 3

JOB NO 5047 DEPARTMENT AUTHOR F Harrison DATE Feb 10, 19

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

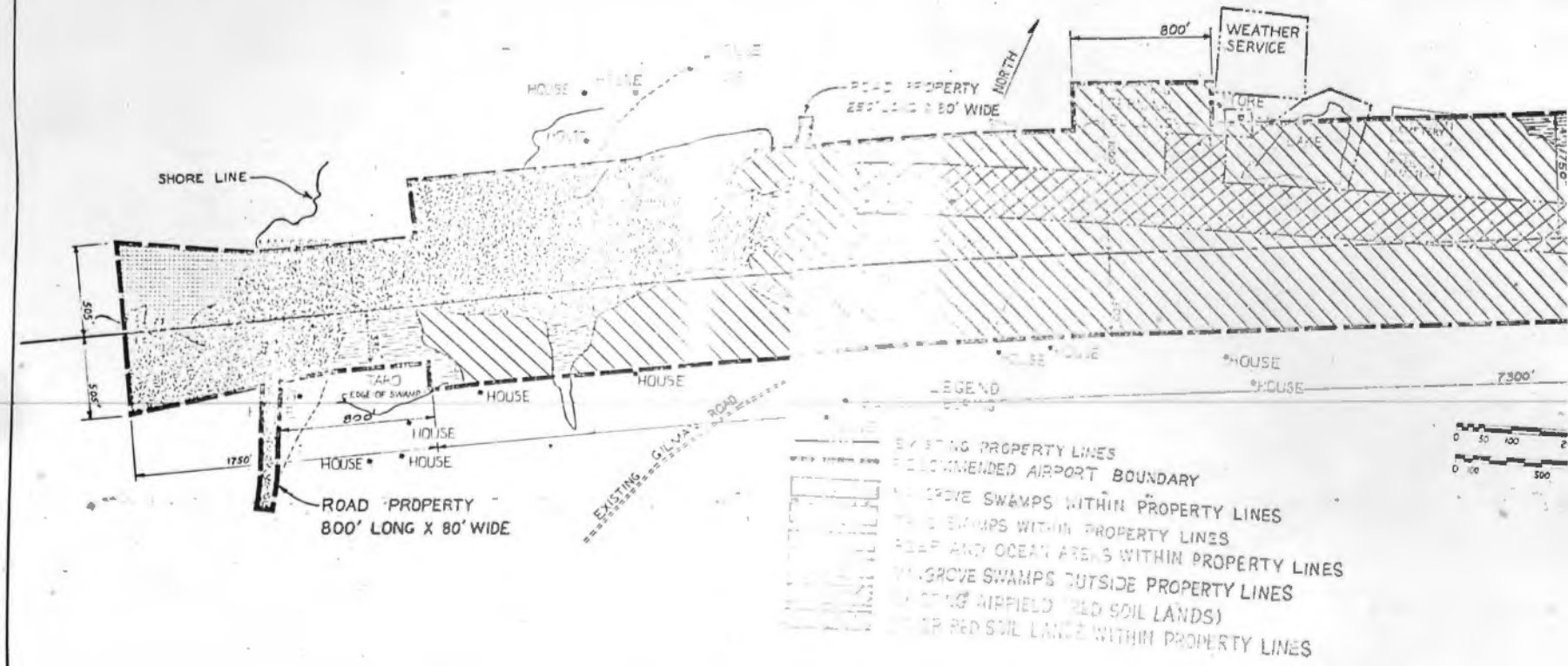
PROPERTY REQ'D AT CLEAR ZONES



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

RMPH F-102

PAGE NO


SHORE LINE
HOUSE
HOUSE
HOUSE
ROAD PROPERTY
250' LONG X 80' WIDE
NORTH
800'
WEATHER SERVICE
STORE
LAKE
CEMETERY
1750'
505'
505'
TARO
EDGE OF SWAMP
800'
HOUSE
HOUSE
HOUSE
HOUSE
HOUSE
1750'
ROAD PROPERTY
800' LONG X 80' WIDE
EXISTING GILVAN ROAD
HOUSE
HOUSE
HOUSE
HOUSE
7300'
LEGEND
EXISTING PROPERTY LINES
RECOMMENDED AIRPORT BOUNDARY
MANGROVE SWAMPS WITHIN PROPERTY LINES
TARO SWAMPS WITHIN PROPERTY LINES
REEF AND OCEAN AREAS WITHIN PROPERTY LINES
MANGROVE SWAMPS OUTSIDE PROPERTY LINES
EXISTING AIRFIELD (RED SOIL LANDS)
OTHER RED SOIL LANDS WITHIN PROPERTY LINES
0 50 100
0 100 500

Hon Adpenson Salaw

January 6, 19[illegible]

Governor, Yap

Certification of Yap Airport and Road Plan A

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

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

John Hangafel

Enclosures:

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

Addressees:

Officer in Charge of Construction, Micronesia
Director of Public Works, headquarters
Chief, Ed 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 ot 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. MANGEFEL, 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 irterest 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 proceede.

January 4, 1980

JOHN A. MANGEFEL
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 20 day of June 1978, at Colonia, Yap, Trust Territory of The Pacific Islands.

EDMUND GILMAR
District Administrator
Yap District

OPINION OF TITLE TO REAL PROPERTY

I, ELGI 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 14th day of June 1978, at Colonia, Yap, Trust Territory of The Pacific Islands.

ELGI 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 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 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 Comission. 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 seventeen 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 Farmmet Parcels as Shown in Yap District Land Registery (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 O Temme, District Land Management Officer of Yap District, Trust Territory [illegible] copies of same to be incorporated herein, and have made a physical inspection of the premises, and have questioned all particulary 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 O. Temme
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.

Cmdr. Doebler----------OICC, Marianas
Dan Akimoto----------Program & Budget, OICC, Marianas
Ken Yamada----------PAC DIV, Honolulu
Paul Wallrabenstein----------Lyons Associates, Honolulu
Koichi Wong----------Public Works, Saipan
Dr. Tom King----------Historical Preservation, Saipan

Representatives of Yap District present at meetings were:

Distad Gilmar
Asst. Distad Hillary
Spec. Assistant Sam Falenrew
Elon Place, District Attorney
Chuck Jordon, District Planner
Glenn Lasker, OICC, Yap
Harold O. Temme, Land Management
Melairei, 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 west of Fedor Road. Subsequently, other meetings were held in an Education classroom, Robert Green's house, the legislature building, the Distad's Office, Vickie'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 Fedor Road. This involved airstrip alignment 5A and another similar alignment called alignment 6. Likewise the big discussion centered on whether the strip should be lengthened from 6900 ft to 6000 ft. A long hassel over cost commenced with figures 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 allow an airfield to be built but not west of Fedor road. On Friday the Distad informed that he still wished 6900 ft. The OICC said the cost would be [illegible] ft because they would have to cross two big draws when extending to the east. This went around for 3 days and the final result was not a complete clear return again 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. Micronesian Legal Service still does not go along with this.

Scattered graves still remained on the main site to the East. Landowner'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 more or disturb has not been given for those found within Yinuf Village.

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

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 northwestern end of proposed airfield.

The meeting tooks place at existing airport. Mike Berman, MLS lawyer was with them and at this meeting. Gilmar and Sam became convinued 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 now show.

The Distad still has San Falenrew appointed as coordinater and negotiater for the government with the people.

Notes on the WSZA/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, Falewaath 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??

EM Coming Up on The New Hospital Site

Poss.

need copy of notes to be put in record.

On October 3rd, 1978 Tuesday about the hour of 10:00 A.M. Mr. Harold, Gorngfich and I were went to the New Hospital Site to look on two pieces of property which is owned by Mr. Gorongfich and Mr. Moolang. First we checked on Moolang's property following by Mr. Gorongfich property bt that time we find out that the line is crossing moolang's house and we were talking about relocate his house on the land fill someplace near his present house. And we left to see the marker which is above moolang's house and then we went to see Gorong fich house the same thing also apply to Goronfich we talking to relocate his house on the land fill below his house. And then we gets back to the Office at Colonia.

~~THE PROBLEM STEMS FROM THE FOLLOWING FACTS:~~

John Pong
Laned Management Office

The problem stems from the following facts:

1. Land Commission determined different owners and different boundaries then what the original lease has and did. This really complictes things....WHO DO WE DEAL WITH!

2. The causeway was never included into the original A & E design. Now there is a physical causeway there and a roadway is needed to get to the buildings that OICC and Lyons have got designed out on that causeway. If this was known beforehand more land could have been acquired originally to take care of the curve in road needed now. It's rough now. Now we are dealing with owners who got left out of the first agreement settlement, and the owners now have buildings (homes) and crops and valuable trees that are all going to be effected.

3. Although the request for acquisition was made in July of 1978 I have just became aware of the exact portion requested on this date of October 2nd.

October 4th

DLMO

NOTE — OICC has informed me that there is a shortage of money for this addition. Consequently it looks like a wait and see whether this request for additional land will be dropped.

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

Sept 25, 1978

Dear Verden:

Before Lyon's surveyor, Bob Raglin 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. Temme
District Land Management Office
Yap, Western Carolina Islands
96943

cc: District Administrator, Yap
Chief of Lands, Headquarters

178.70.5.6

Michael J. Burnes
Managing Attorney
Micronesian Legal Service
Colonia, Yap
Western Caroline Islands 96943

July 20, 1978

Dear Mike:

In reference to your letter dated May 9, 1978 in which you desired me 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 me 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 Rull 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 me a call.

Harold O. Temme

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

178-70.5.6

NNZCZC SHA008

INFO.....LPS
INFO.....D/R&D

ZCZC YSA05/16 SGA SHA ZCZC DYA001/16/TM
PTTUZYUW RUHGSAA0201 0750002-UUUU--RUHGSUU.
ZNR UUUUU
P 160002Z MAR 78
FM DISTAD YAP CAROLINE ISLANDS
TO OICC 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 T
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 COM-
PLETION X DIFF BUT RELATED SUBJECT X GROUNDBREAKING CEREMONY FOR
YAP DOCK IS POSTPONED UNTIL SUCH TIME AS MAY BE CONVENIENT FOR OICC
AND NAVY X MONTH OF MAY AS YOU MENTIONED WAS RELATD TO EX OFFICER
MOSES WHEN HE WAS IN YAP X WE ASKED HIM TO COORDINATE WITH HICOM
AND OICC FOR BETTER TIMING AND TO LET US KNOW X DISTAD GILMAR SENDS
BT
#0201

NNNN

178.70.5.6

District Administrator, Yap

[illegible], Lands and Surveys

Acquisition of Land for Yap Airport Project

Enclosed is a copy of a FAA publication entitled "Sites for Public Airports" which we understand [illegible] is used in the United States for [illegible] of lands required for airport [illegible] (The Uniform Relocation Assistance [illegible] Act of 1970) [illegible]. A copy of the booklet is given to the owner at the time [illegible] offer is made by the Government's negotiator. The [illegible] is explained as well as any appeals open to the owner if the Government's offer is rejected by the owner.

If so desired, we will attempt to modify the text of the booklet to reflect the local situation which could then be translated into the Yapese language and distributed to the owners of the future airport site.

Unfortunately, we have not received a reply to our memorandum Serial: [illegible] dated December 21, 1977 (copy attached). While we realize the final location of the new airport has not been selected, we recommend that an early determination of the type of interest to be acquired in the final site should be made for coordination with [illegible].

[illegible]

Enclosures: a/s

cc: District Land Management Officer, Yap
District Attorney, Yap

District Administrator, Yap

Assistant Chief, Lands and Surveys

FAA Advisory Circular No. 150/5100-11, Land Acquisition and Relocation Assistance

As indicated in our memorandum Serial: [illegible] dated December 21, [illegible] by copy of this memorandum we are transmitting directly to the [illegible] Management Officer and District Attorney copies of [illegible] to be studied and utilized in connection with the Yap Airport [illegible]. Particular attention should be given to Chapters [illegible] and [illegible] concerning appraisals and acquisitions.

If after the appropriate persons have studied the material and [illegible] have any questions, we will either attempt to answer the questions or pass them on to FAA for reply.

[illegible]

Enclosures: a/s

cc: District Land Management Officer, Yap
District Attorney, Yap

MEMORANDUM FORM TT-2706

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 basicly 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 & Surveys

178.70.5.6

FORM TT-STOC

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

RECEIVED
NOV 28 1977

END

OF

ROLL

PLEASE REWIND

FILE
END