



**FILE  
START**

TRUST TERRITORY OF THE PACIFIC ISLANDS--ARCHIVES SURVEY FORM

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

RED

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 3 Lan 1-3 Lan 6 Lan 2

Brief description: Rock Quarry Land Acquisition - Fedoor, Yap

Geographic area dealt with in materials:

TTPI at large:

Individual districts:

Individual governments:

Individual islands:

Other:

Span of years covered by materials: 1969-1979

Format of information:

Correspondence:

Reports:

Clippings:

Other:

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

Geographically:

Chronologically:

By subjects:

By organization:

Other:

Physical location of materials: (Area where presently located)

Office: RED

File cabinet number: 97816 Subgroup: Lan 1

Drawer number: 4

File folder number: 178, 74 51

Estimated quantity of materials: 12 1/2

Recorded by: JS

Date: 12/14/61

Disposition of originals: Return

Microfilm roll No.: TTA 16 Frame #:

State Finance Officer, Yap

March 11, 1980  
Serial: LMY 01333  
File: Y-212

State Land Management Officer, Yap

Receipt of Payment for Fedoor Rock Quarry

Attached herewith the copy of the receipt of payment made to Mr. Raphael Figiras lessor of the Fedoor Rock Quarry Site. This payment is for July 1, 1979 to July 1, 1980.

Harold O. Tenme

cc: Director of Resources and Development, Yap  
Director of Public Works, Yap  
✓ Chief of Lands, Saipan

*Info only*

178-74-5.1

Trust Territory of the Pacific Islands  
Yap State Western Caroline Is.

RECEIPT OF PAYMENT FOR FEDOOR ROCK  
QUARRY SITE

I Figirag do hereby acknowledge receipt of the Trust Territory Check No: 50004078 dated February 11th, 1980 and the sum of One Hundred Twenty Dollars (\$120.00) for the period from July 1, 1979 to July 1, 1980 wherein I leased to the Trust Territory Government, to be used for the Quarry Site.

I gag Figirag e gubemicheg ni kezap bangi check ngog ni namba riy 50004078 ma bay orene fene pul riy ni February 11, 1980 ma orene salpiy ni bay riy Ra'ay nge rili'e dola (\$120.00) Dollars) ni pulwone duw ni July 1, 1979 nge mada' ko July 1, 1980 ni gag e kagupii bang i binau ko AM ni nga ur kirkired ngam feke war riy.

Figirag

3/6/80

WITNESSES

We the undersigned witnesses hereby certify that the above named Lessor's signature was subscribed in our presence on the day and year above written, that subscriber of the above signature or mark is personally known to us, that we personally saw said subscriber affix said signature or mark that we personally observed said subscribed received the above mentioned check for the amount stated above.

Gamou e galicha' ni kagu sayin gou i er nga but e gamou be micheg ni cha' ni beer fizingan nga lang e er e cha ni sayin rok e beer nga lang ma sayin ni tay e gamou bay me sayin ma gamou guy ni fek bang i check ko salpiy ni beer e namba riy nga lang.

John Jones  
Joseph Van

3/6/80  
Date

3/6/80  
Date

TRUST TERRITORY OF THE PACIFIC ISLANDS

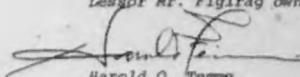
Office of the District Administrator, Yap

TO : Chief of Lands, Headquarters  
THRU : Office of the Governor, Yap  
FROM : District Land Management Officer, Yap

DATE: January 9, 1979  
Serial: LMY 01225  
File: Y-0212

SUBJECT: Receipt of Payment for Fedoor Rock Quarry

Attached herewith the copy of the receipt of payment made to the  
Lessor Mr. Figirag owner of the Fedoor Rock Quarry Site.

  
Harold O. Tenme

cc: Chief Finance and Accountant Headquarters  
District Finance Officer, Yap  
District Director of Public Works, Yap



178-74-5.1

Trust Territory of the Pacific Islands  
Yap District Western Caroline Is.

RECEIPT OF PAYMENT FOR FEDIOR ROCK  
QUARRY SITE

I Figirag do hereby acknowledge receipt of the Trust Territory Check Nos 50 001926 dated January 2nd, 1979 and the sum of Six Hundred dollars (\$600.00) for the period from July 1, 1974 to July 1, 1979. Wherein I leased to the Trust Territory Government to be used for the Quarry Site.

I gag Figirag e gubemicheg ni kesap bangi check ngog ni namba riye 50 001926 ma bay orene fens pul riy ni January 2nd, 1979 ma orene salpiy ni bay riye N'al miraye dola (\$600.00 Dollars) ni pulwone daw ni July 1, 1974 nge mada' ko July 1, 1979 ni gag e kagupii bang i binau ko AM ni nga ur kirkired ngan feke war riy.

Figirag  
FIGIRAG

Jan 4, 1979  
Date

WITNESSES

We the undersigned witnesses hereby certify that the above named Lessor's signature was subscribed in our presence on the day and year above written, that subscriber of the above signature or mark is personally known to us, that we personally saw said subscriber affix said signature or mark that we personally observed said subscriber received the above mentioned check for the amount stated above.

Gamou e galicha' ni kagu sayin gou i er nga but e gamou be micheg ni cha' ni beer fizingan nga lang e er e cha ni sayin rok e beer nga lang ma sayin ni tay e gamou bay me sayin ma gamou guy ni fek bang i check ko salpiy ni beer e namba riy nga lang.

[Signature]  
[Signature]

1/4/79  
Date  
1/21/79  
Date

Land Registration Board, Dalipobian Munic.

December 18, 1978  
Serial: LMY 01220  
File: Y-323-3

District Land Management Officers, Yap

Claim of Interest-----Pedoor Rock Quarry

Submitted herewith for Preliminary Inquiry No. 19 is a Claim of Interest for land parcel No. 8024. This parcel encompasses that area known as the Pedoor Rock Quarry site which is presently under a 10 year lease between Figiras the Trust Territory.

Harold G. Burns

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



178.74.5

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

CLAIM OF AN INTEREST IN LAND LESS THAN  
FEE OR TOTAL OWNERSHIP

Preliminary Inquiry No. 19  
December 18, 1978

TAFEN BEE E HAADAG NI DABI LICH PULUON KO ROGON PULUON E BINAU NI  
YIMA PII KO AN TAFEN

Name of Claimant Trust Territory of the Pacific Island  
Fidingan e chaa ni tafan fare ngi binau

Address Office of the District Administrator, Yap Western Caroline Islands  
Gini bee riy

Parcel No. or Name One parcel of land located in Fedoor Village  
Parcel No. 8024  
Urungin yang e binau fa fidingan

Interest Claimed:  
Urugon Pluon:

- |   |                                     |   |                          |
|---|-------------------------------------|---|--------------------------|
| Life Estate<br>Goo napan e yafas<br>rom e gara par riy<br>ma para yim' mesul<br>e ngi binau ney ko<br>chaa ni tafan | <input type="checkbox"/>            | Contract of Sale<br>Ni chu iy ni bay napan<br>me sul ngom                                     | <input type="checkbox"/> |
| Reversion or Remainder<br>Chaa ni bagaa lungun e<br>ratafnay fa ra chey ni<br>yim' ma mini' e magid<br>ngak         | <input type="checkbox"/>            | Mortgage or Lien<br>Gabe par riy ni bay napan<br>fa ni thilyeg nga ban'en<br>e ngi binau ney. | <input type="checkbox"/> |
| Estate for years<br>Bay n'im ngin napan<br>ara urungin e duw<br>ni nga ni par riy                                   | <input type="checkbox"/>            | Easement<br>Uw n'im ngin napan ni yira<br>rin' banen riy                                      | <input type="checkbox"/> |
| Lease<br>Yira par riy ni bay<br>napan   | <input checked="" type="checkbox"/> | Other<br>Kuboch ban'en  | <input type="checkbox"/> |

Explain the Nature of Claim:  
Muveliy yalen e ngi binau ney ara mat'owum ngay

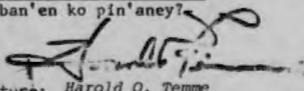
Lease Agreement between Trust Territory and private landowner for removal  
of rock from quarry site located in Fedoor Village

Are there existing documents evidencing claim? Yes  
Kefel' rogon urungin mit e mich rom?

If "Yes" Describe them Lease Agreement dated July 1, 1973 (TT Contract No. 174-33)  
Faarra "kefel" maga ki-eg i welly

Who has possession of the documents? Owners-Trust Territory-Clerk of Courts  
Fre mini e kura micheg ara kura welly boch ban'en ko pin'aney?

Date: December 18, 1978  
rofen:

Signature:   
District Land Management Officer, Yap

THRU : District Finance Officer, Yap  
District Administrator, Yap  
District Land Management Officer, Yap

December 6, 1978  
Serial: LMY-01217  
File: Y-212

Rental Payment for Fedor Rock Quarry

After checking with you, and with the Chief of Lands, and searching into our own files on the Fedor Rock Quarry Agreement it has been ascertained that the Trust Territory Government is delinquent in rental payment since July 1, 1974. Annual rental payment for the quarry is \$120. Accordingly, please prepare a check of \$600 for Figiras, who is the lessor, for the period from July 1, 1974 to July 1, 1979. The agreement stipulates that rental period will be from July to July each year.

When the check is ready please notify Yap Land Management. We will assist in delivering check and preparing receipt to retain for record.

Harald O. Toome

cc: Chief of Lands, Edgts.  
District Director of Public Works, Yap  
District Attorney, Yap



178.74.5

Senior Land Commissioner, Yap

December 4, 1978  
Serial: LMY 01214  
File: Y-302

District Land Management Officer, Yap

**Old Land Title Determinations**

For your information and records, submitted herewith are copies of two old Land Title Determination concerning quarry site and cemetery at Fedoor, Dalipabinaw. The two documents were located within Land Management Office files. You may need these old title determinations for the land hearing of December 11th which possibly involve parcels of the same area.

Harold O. Summ

Enclosures: 1) Determination of ownership and Release No. RQ-1  
2) Determination of ownership and Release No. RQ-2

✓ cc: Chief of Lands



TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the High Commissioner

Yap District

DETERMINATION OF OWNERSHIP AND RELEASE NO. 1

I, G. Harris, Jr., Acting, District Land Title Officer for the \_\_\_\_\_ District, Trust Territory of the Pacific Islands, after due public and private notice to all parties of record, and after public hearings at which all persons known to claim an interest in the below described land were given full opportunity to be heard, have determined that the tract of land known as the proposed rock quarry site and more fully described as follows:

Located in Yap, and shown on the sketch attached hereto and made part hereof, but this determination does not include the graveyard.

is the property of (list names and interest of each)

\_\_\_\_\_ (list names and interest of each) subject to use rights for the term of their good behavior in the \_\_\_\_\_ (list names and interest of each) (in some respects this is akin to a determinable fee in the \_\_\_\_\_ for the term of their good behavior with right of reversion in the \_\_\_\_\_, subject to alienation by the Fialengal Caste only with the consent of the \_\_\_\_\_.)

I will the release and immediate possession of the following described land to the above \_\_\_\_\_

As above described.

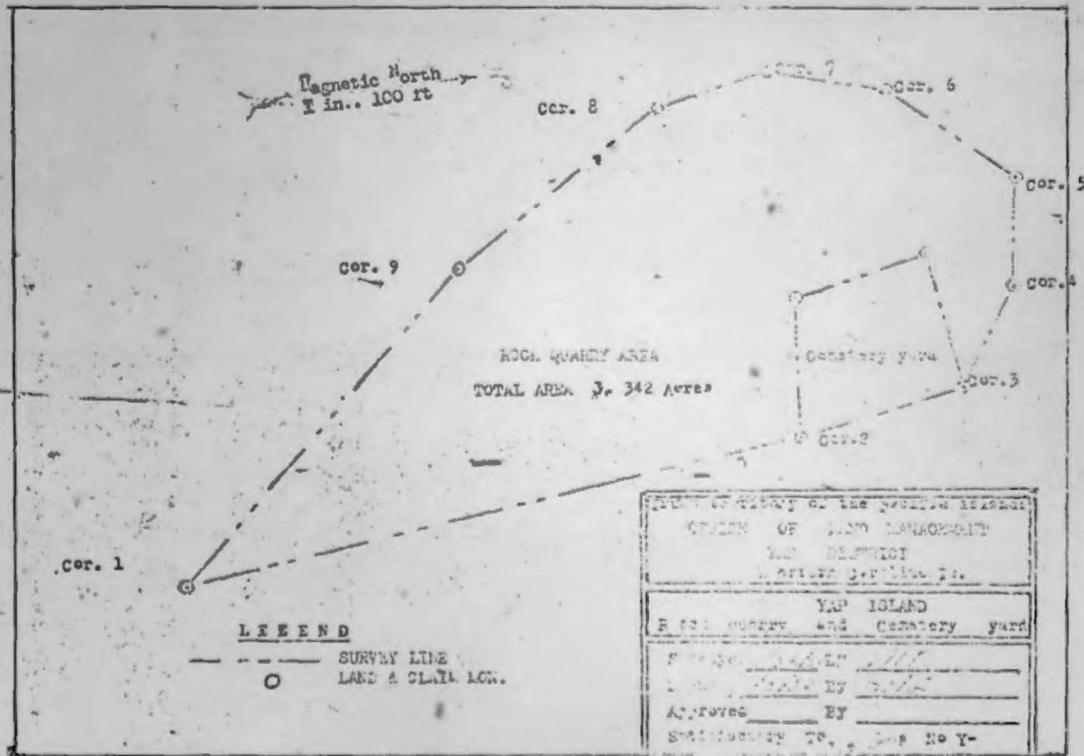
Signed this 16th day of August 1960

George B. Harris Jr.  
DISTRICT LAND TITLE OFFICER  
Acting  
Yap District

Filed this 29th day of August 1960  
[Signature]  
CLERK OF COURTS FOR THE  
Yap District

Copies of the determination shall be distributed as follows:

Original to owner, executed copies to Clerk of Courts; to District Land Office and to Land and Claims Administration; copy posted in a public place at District Administration Headquarters, or at the headquarters of the Municipality in which the land is situated.



Received this note designation of Ownership and release

No. PA. 7, Yap District, original with Kop attached.

February 3<sup>rd</sup>, 1961

4 11 60  
Gilippin



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



AGREEMENT ACKNOWLEDGING THE TERMINATION OF LEASE OF PRIVATE LAND  
FOR QUARRYING PURPOSES  
FEDOOR VILLAGE, YAP DISTRICT

1 THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of  
2 \_\_\_\_\_, 19 \_\_\_\_, by and between the GOVERNMENT OF THE  
3 TRUST TERRITORY OF THE PACIFIC ISLANDS, hereinafter referred to as  
4 "Government", and FIGIRAS, a citizen of the Trust Territory and a  
5 resident of Yap District, Trust Territory of the Pacific Islands,  
6 hereinafter referred to as "Lessor".

7 WITNESSETH; that

8 WHEREAS, the parties have heretofore made and entered into a  
9 Lease Agreement (T.T. Contract No. 174-33) dated the 1st day of July,  
10 1973, as filed with the Clerk of Courts, Yap District, on the 21st day  
11 of November, 1973, in Book I, Page 76, wherein the Government leased  
12 certain Premises owned by the Lessor in Fedoor Village, Yap District,  
13 to develop and operate as a quarry, rock crushing plant and storage yard,  
14 said Lease Agreement to terminate on June 30, 1983; and

15 WHEREAS, the parties desire to sooner terminate said Lease  
16 Agreement and to release each other from all rights and obligations  
17 thereunder as provided hereinafter.

18 NOW, THEREFORE, for and in consideration of the mutual promises  
19 set forth herein and the benefits to be received therefrom, the parties  
20 mutually agree as follows:

21 ARTICLE 1. TERMINATION OF LEASE AGREEMENT

22 The parties agree that Lease Agreement (T.T. Contract No. 174-33)  
23 is terminated and cancelled and the terms thereof are to end for all  
24 purposes as of the first day of July, 1979.  
25

1 ARTICLE 2. PAYMENTS

2 Lessor acknowledges the receipt of: (1) the sum of seven hundred  
3 twenty dollars (\$720.00) as lease rental for the period ending the 30th  
4 day of June 1979; (2) the sum of fifty nine dollars and forty cents  
5 (\$59.40) as royalty and severance fees for materials quarried or removed  
6 from the Premises for the same period; and (3) the sum of twenty dollars  
7 (\$20.00) for crop damages.

8 ARTICLE 3. RELEASE BY LESSOR OF FUTURE CLAIMS

9 Lessor agrees and hereby releases, withdraws, and fully discharges  
10 the Government, its agents and employees and any other parties in  
11 interest, from all claims, liabilities, demands, grievances and causes  
12 of action of every kind whatsoever in law or equity or under Yapese  
13 custom, he ever had or now has, or which his heirs or assigns shall or  
14 may have by reason of damage and injuries sustained by him as a result  
15 of Government's activities on the Premises as authorized by said Lease  
16 Agreement during the term of said Lease Agreement.

17 Lessor also agrees to fully satisfy all those persons, known or  
18 unknown, under Yapese custom who now have or may have any property or  
19 other interest whatsoever in the claim or Premises, and Lessor further  
20 agrees to hold the Government, its agents and employees, harmless from  
21 any and all demands, liabilities, claims or causes of action which may  
22 be instituted by such person or persons on account of the full  
23 satisfaction and settlement of Lessor's claims against the Government  
24 and the termination of said Lease Agreement.

25 ARTICLE 4. AGREEMENT TRANSLATED: COPY GOVERNING

26 This Agreement has been translated into the Yapese language and  
27 has been executed on both the present form and the translated form. It  
28 is understood that in the event of any conflict between the English and  
29 the Yapese language versions, the English language version shall govern.

30 IN WITNESS WHEREOF, the parties hereto have subscribed their  
31 names as of the date first above written.  
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LESSOR GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS

By: \_\_\_\_\_ By: \_\_\_\_\_  
Figirag

\*\*\*\*\*

ATTESTATION

This Agreement was signed and delivered by the Lessor in the presence of:

\_\_\_\_\_  
(Name)  
(Address)

\_\_\_\_\_  
(Name)  
(Address)

\*\*\*\*\*

ACKNOWLEDGMENT

TRUST TERRITORY OF THE PACIFIC ISLANDS) ss  
YAP DISTRICT )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me appeared the above named Lessor, known to me as 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 hereto set my hand and official seal.

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

\*\*\*\*\*

APPROVED FOR THE DISTRICT OFFICE OF LAND MANAGEMENT

APPROVED FOR THE DISTRICT DEPARTMENT OF PUBLIC WORKS

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

By: \_\_\_\_\_  
District Director of Public Works

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

1 APPROVED AS TO FORM

2

3 By \_\_\_\_\_

4 District Attorney

5

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

7 \*\*\*\*\*

8 RECORDING DATA

9 Filed and recorded, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

10 at \_\_\_\_\_ A.M./P.M. in Book \_\_\_\_\_, Page \_\_\_\_\_.

11

12 By: \_\_\_\_\_

Clerk of Courts  
Yap District

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THRU : District Finance Officer, Yap  
District Administrator, Yap  
District Land Management Officer, Yap

November 15, 1978  
Serial: LMY 01209  
File Y-212

Rental Payments, Fedor Rock Quarry, Yap Island

It has recently come to my attention that the annual rental payment as stipulated in the agreement for the Fedor Rock Quarry would be delinquent. Could you please check your records and verify whether this is, or is not, the case.

The lease for the use of the quarry was signed July 1, 1973 for a period of 10 years with Figirag the lessor. Annual Payment is \$120.00 to be paid in advance on the first day of July each year. Rental checks are to be issued from the District Finance Office but does not specify which amount is charged. Article 22 of the lease mentions that the first payment shall include \$20.00 for compensation of tree and crop damage. The Yap Land Management Office has on record a receipt for payment of \$140.00 to Figirag for rental period from July 1, 1973 to June 30, 1974. (See attached)

On January 31, 1975 former District Land Management Officer, Mike Allen, sent a memo to the District Finance Officer of Yap requesting that \$120.00 be paid to Figirag for rental covering period of July 1, 1974 to June 30, 1975. Our records do not show any receipt of this payment being made nor any annual payments thereafter.

The lease agreement for the quarry has provision for two separate payments. 1. The annual rental of \$120.00 as mentioned in the foregoing, and 2). a severance fee (royalty) for material taken from the quarry. The payment for severance fee appear to be in order. The last rock taken from the quarry by Public Works was in 1974 and correspondence from District Director of Public Works and the lessor's attorney verify the settlement of this payment (see attached copies of letters dated November 20, 1974 and November 22, 1974).

Appearing also in the background with this problem is the possibility that the lessor, Figirag may have voided the written agreement by contracting the taking of rock from the quarry for a fee to contractor Hanil. Although our records do not show this being done, Figirag, himself, has told me he did this on a small scale. I presume this happened after 1974 when Public Works had taken out all of that rock which was desired. Recently, I was informed by OICC, Yap that Mitsui Company plans contracting the taking of some of the rock. All of this may have some bearing on why rental payments were stopped. Perhaps your Office can recall this matter or have something to suggest concerning this.



The new rock quarry as proposed by Lyons Inc. includes the taking within its boundaries this old Fedor Beck Quarry site. To negotiate for this new site the government is not in the best light if we have defaulted on our payments. On the other hand, there may have been reason, along the same lines that I have mentioned, for stopping payment. If it is decided that the back rental payments should be made my calculations show that Figiras should be paid \$600 for five missing annual payments of \$120 each starting with July 1, 1974 and ending June 30, 1979.

I also believe it is in the best interest of the Trust Territory to cancel out this existing agreement. I have spoken to the District Director of Public Works and he agrees since he is not using the quarry anymore. This should also make the negotiations and drafting of agreement for the proposed new site easier. Article 20 in the existing agreement allows the government to terminate at any time provided written notice is given 180 days in advance. Your comments on this matter would be appreciated. If you are in need of a copy of the lease agreement or request other information please let me know.

Harold O. Fenne

Attachments: n/s

cc: Chief of Lands, Hdqts.  
District Attorney, Yap  
District Director of Public Works, Yap

... OF THE PACIFIC ISLANDS

Office of the District Administration

TO: District Finance Officer, Yap

DATE: January 31, 1975  
Serial: LW 0812

FROM: District Land Management Officer, Yap

SUBJECT: Lease Payment for Fedoor Rock Quarry

As per the Terms of TT Contract No. 174-33, Lease of Private Land for Quarrying Purposes, Fedoor Village, Yap District, advance payment for yearly rental is required.

In reviewing my file on the subject I find that payment for the period July 1, 1974 thru June 30, 1975 has not been made.

As the Government is now in breach of the contract it is imperative that this payment be made immediately.

Accordingly will you please prepare a check payable to Figirag in the amount of \$120.00 drawn on the appropriate District Public Works Account.

Please forward this check to the District Land Management Office for disbursement to the lessee.

*Michael H. Allen*

Michael H. Allen  
District Land Management Officer, Yap

W. M. MITCHELL  
DIRECTOR  
ADAM R. KING  
DEPUTY DIRECTOR  
D. L. G. CABRERA  
DEPUTY DIRECTOR  
PUBLIC ADMINISTRATION  
DICKSON DOONE  
ASSISTANT DIRECTOR  
HILMAN T. TUDILLA  
COMPTROLLER  
DANIEL ADUINO  
HARLEY J. BARRY, III  
ALAN S. BURDICK

DELSON EMMES  
ANDREW FIGIRAG  
FELIX FIGAL  
MOMOS A. JACK  
DANES KANICHY  
JAMES LICHÉ  
ALAN S. LIEBERMAN  
DANIEL MACNEILAN  
SHONAS MACNEILAN  
DENNIS F. OLSEN  
OLIVER O. RICHETSON  
SEUNGHO SAUKA  
RANDY G. SELIFIS  
ALBERT R. SNYDER  
MICHAEL SINGER  
TOMY WILLARDER  
JANS WILLARDER  
SAMUEL WITHERS, III

WESTERN CAROLINE ISLANDS  
POST OFFICE BOX 218  
MAGADON  
MARSHALL ISLANDS 96990  
YAP OFFICE  
POST OFFICE BOX 0  
YAP ISLAND  
EASTERN CAROLINE ISLANDS 96943  
REPLY VIA AIR MAIL TO Yap Office

November 22, 1974

Mr. Marcelino Melairei  
District Director of Public Works  
Colonia, Yap  
Western Caroline Islands 96943

Reference: Payment for Fedoor Quarry Materials

Dear Mr. Melairei:

Thank you very much for your extremely prompt and efficient handling of our request on behalf of Figirag.

Thank you.

Sincerely,  
*Richard S. Ross*  
Richard S. Ross  
Attorney

xc: Land Management Officer, Yap

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : District Finance Officer, Yap

DATE: Nov. 20, 1974

FROM : District Director, Public Works, Yap

SUBJECT: Payment for Fedoor Quarry Materials

Please make a check in the amount of \$59.40 payable to Mr. Figirag as a severance fee for third quarter of this year for the use of Fedoor Quarry as it is prescribed in the agreement between Mr. Figirag, land owner, and the Government. This severance fee is based on \$ .15 per cubic yard of materials taken out from quarry and during the third quarter we took out a total of 396 cubic yards of aggregate from the site.

There was no payment made to the land owner for the First and Second quarter of this year because there was no materials taken out from the site during those two periods. Our operation at the quarry started on late July and first materials released from the site was on August 7, 1974.

For the 396 cubic yard of aggregate we took out from the site during third quarter we are submitting Materials Release Authorization numbering from 001 to 0090 as proof. Numbering for Material Release Authorization for Fourth quarter will begin from 0081.

  
Marcelino Melairoi

cc: Land Management Officer, Yap  
Micronesian Legal Service, Yap  
Rull Municipal Office, Yap  
Mr. Figirag, Land Owner, Fedoor Quarry  
Rull Municipal Office, Yap

*District Land  
management file*

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

RECEIPT OF LEASE AGREEMENT:

I Figirag do hereby acknowledge receipt of the Trust Territory Check No:66029 dated March 21, 1974 and the sum of \$140.00 dollars (One hundred and forty dollars) as provided therein, as rent payment for the period of one year lease under the lease agreement dated July 1, 1973 wherein I Mr. Figirag leased to the Trust Territory Government land used for the Quarry site.

*Figirag*

GRANTOR

I gag Figirag e gube micheg ni kezap bang i check ngog ni namba riye 66029 ma bay fene pul riy ni March 21, 1974 ma orene salpiy ni bay riye \$140.00 (Raay nge aningegi ragag e dola) ni bod rogon ni bay riy ni pulwoh taarebe duw ma kuer ri tay ni bod rogon ni bay u lan fare m'ag ni tay ko July 1, 1973 ni gag Figirag e kagupii bang i binau ni nge marwela AM ngay ni ngauni ker ker ngani fek e war riy ni nge fanay e AM.

Signed this *23* day of *May* 1974

We, the undersigned witnesses hereby certify that the above named lessor signature was subscribed in our presence on the day and year above written, that the subscriber of the above signature or mark is personally known to us, that we personally saw said subscriber affix said signature or mark that we personally saw said subscriber receive the above check numbered for the amount stated herein.

Gamou, e galicha' ni gamou be micheg ere kagu sayin gou ier nga butni cha' ni beer fizingen nga lang e er e cha' ni sayin rok e beer nga lang ma sayin ni tay e gamou bay me sayin ara tay e pou ni nge mang sayin rok. Ma ri guyeu ni sayin me taye re pou nir me fek e gi check ko salpiy nir ni beer e namba riy nga lang, ma kuer orene salpiy ni bay riy.

*John Pang*

*5/23/74*

Date

Date

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

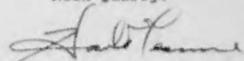
TO : Chief, Lands and Surveys and Dennis Pacht

DATE: July 15, 1975  
Serial: LNY 0885

FROM : Acting Land Management Officer, Yap

SUBJECT: Your copy of Fedoor Rock Quarry Lease

Per your request, attached are 2 copies and translations of the Fedoor Rock Quarry.



Harold O. Temme  
Act. Land Management Officer, Yap

*No action required!*  
*18*



*Action Pacht*

*178 74 5.1*

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



T.T. CONTRACT NO. 174-33

LEASE OF PRIVATE LAND  
FOR  
QUARRYING PURPOSES  
PEDOOR VILLAGE, YAP DISTRICT

1 THIS LEASE AGREEMENT, made and entered into as of this 1st day of  
2 July, 1973, by and between the GOVERNMENT OF THE TRUST TERRITORY OF THE  
3 PACIFIC ISLANDS, hereinafter referred to as GOVERNMENT, and Figirag, a  
4 citizen of the Trust Territory and a resident of Yap District, Trust  
5 Territory of the Pacific Islands, hereinafter referred to as LESSOR.

6 WITNESSETH: that

7 WHEREAS, the Lessor, as "Pilung" of the hereinafter described  
8 premises, has according to Yapese custom concerning ownership, use and  
9 inheritance of land, certain rights or interests or claims to said lands  
10 including the right to make a conveyance thereof; and

11 WHEREAS, the Government desires to utilize said lands for quarrying  
12 and related purposes stipulated in this agreement; and

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

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

20 ARTICLE 1. GRANT OF PREMISES

21 The Lessor hereby leases to the Government and the Government  
22 hereby takes from the Lessor, all of that real property designated as  
23 Tract No. 50060, shown outlined in red on the attached copy of Division  
24 of Lands and Surveys Drawing No. 5002/73, which is incorporated herein  
25 and made a part hereof by reference as Exhibit A, such real property

1 consisting of 9,939 square meters, more or less, of land situated in  
2 Fedoor Village, Yap District, Trust Territory of the Pacific Islands,  
3 together with all existing easements, rights of way, improvements  
4 thereon and appurtenances thereto, hereinafter referred to as "Premises".

5 ARTICLE 2. TERM

6 TO HAVE AND TO HOLD for an initial term commencing on July 1, 1973  
7 and ending on June 30, 1983, at 12:00 o'clock midnight, unless sooner  
8 terminated or extended as herein provided.

9 ARTICLE 3. OPTION TO EXTEND; REVISION OF RENTAL AND FEE

10 Provided that agreement can be reached between the parties  
11 concerning revision of the amount of minimum annual rental and severance  
12 fee applicable during the extended term, the Government shall at its  
13 sole discretion have the conditional option to extend this lease agree-  
14 ment upon the same terms and conditions set out herein, with the sole  
15 exception of the amount of minimum annual rental and severance fee,  
16 revised pursuant to this Article, for one additional period of ten (10)  
17 years. In order to exercise this conditional option the Government  
18 shall notify the Lessor in writing of its desire to so extend the  
19 lease agreement at least ninety (90) days prior to the expiration date  
20 of the original term. From the time of notification by the Government  
21 of its desire to extend, the parties shall negotiate a revision of the  
22 amount of minimum annual rental and severance fee specified in Article  
23 5 of the lease agreement. If the parties reach an agreement concerning  
24 the revision, the lease agreement shall be duly amended to incorporate  
25 the revised rental and fee applicable during the extended term. If  
26 the parties cannot reach an agreement concerning the revision, the  
27 lease agreement shall terminate on June 30, 1983.

28 ARTICLE 4. PURPOSE

29 The Government may use the premises for the following purpose:-  
30 (a) to develop and operate a quarry and crushing plant for the  
31 processing of rock obtained from the premises into aggregate and  
32 material for sale to the general public and for Government and public  
33 use.

1 ARTICLE 5. RENTAL

2 The Government agrees to pay to the Lessor in lawful money of the  
3 United States of America the following rental during the original term:

- 4 a) Minimum Annual Rental: As the minimum rental for use of the Premises,  
5 the sum of one hundred and twenty dollars (\$120.00) per year; and  
6 b) Severance Fee: As a royalty and severance fee the sum of fifteen  
7 cents (\$0.15) per cubic yard for any material originating on the  
8 Premises and transported by any party from the Premises.

9 ARTICLE 6. RENTAL PAYMENTS; PLACE OF PAYMENT

10 Upon the execution of this lease agreement, the Government shall  
11 pay Lessor the sum of one hundred and twenty dollars (\$120.00) to cover  
12 rent due to Lessor for the period of July 1, 1973 to June 30, 1974.  
13 Subsequently thereafter during the original term of this lease agreement,  
14 the Government shall pay rent at the rate of one hundred and twenty  
15 dollars (\$120.00) per year which shall be paid in advance on the first  
16 day of July each year.

17 The rental due Lessor as a royalty or severance fee shall be com-  
18 puted for the preceding quarter and paid on the first day of January,  
19 April, July, and October of each year this lease agreement is in force  
20 and effect. The first payment of severance fee shall be made on October  
21 1, 1973.

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

25 District Finance Officer  
26 Office of the District Administrator  
Colonia, Yap District 96943.

27 ARTICLE 7. RECORDS

28 The Government, at its District Public Works Office in Colonia,  
29 shall maintain records for inspection by the Lessor, or his designate,  
30 appointed in writing, during regular working hours, showing the date of  
31 removal of material from the Premises subject to the severance/royalty  
32 payment as set forth in Article 5 (b) of this lease agreement, volume  
33 of such material removed, any charge therefor, the signature of the

1        dispatching officer and an indication of whether material was sold to  
2        the public or used for Government purposes. With each quarterly <sup>1/4</sup> <sup>11/6/73</sup>  
3        payment (severance/royalty fee), the Government shall submit copies of <sup>J</sup>  
4        such records verified by the District Director of Public Works, accom- <sup>11/21/73</sup>  
5        panied by a written summary, based on the records, indicating by cate-  
6        gories the total volume of material recorded and the total severance/  
7        royalty fee due for the preceding quarter.

8        ARTICLE 8. ASSIGNMENT

9                The Government may assign or sublet the Premises hereunder with  
10              the prior written consent of the Lessor, but the obligations of Govern-  
11              ment hereunder shall not be extinguished by such assignment. Any such  
12              assignment or subletting, except as herein above mentioned, without such  
13              consent shall be void and shall at the option of the Lessor terminate  
14              this lease agreement.

15        ARTICLE 9. USE OF THE PREMISES

16              The Government shall enter and occupy the Premises on the date this  
17              lease agreement is executed and commence the operation of a quarry and  
18              crushing plant.

19        ARTICLE 10. CONSTRUCTION OF IMPROVEMENTS; MAINTENANCE OF PREMISES

20              During the existence of this lease agreement or extension thereof,  
21              the Government shall have the right to install trade fixtures, equipment  
22              and machinery and to construct the following structures: (1) a dis-  
23              patchers office; (2) fuel storage tanks which may be fenced; and (3)  
24              water storage tanks. Other structures may be constructed by the Govern-  
25              ment with the prior written permission of the Lessor. All improvements  
26              so placed on the Premises shall be and remain the property of the  
27              Government during the existence of this lease agreement or any extension  
28              thereof. The Government, shall at all times during the term of this  
29              lease agreement, or any extension thereof, and at its sole cost and  
30              expense, maintain the Premises and all improvements thereon in good  
31              order and repair and in a neat, sanitary and attractive condition.

32        ARTICLE 11. EXPLOSIVES

33              No explosive substance, including dynamite or blasting caps, may

1 be kept on the Premises. Any explosive substance to be used on the  
2 Premises must be stored off the Premises, brought to the Premises on the  
3 day of use, and removed from the Premises at the conclusion of regular  
4 working hours of the same day.

5 ARTICLE 12. EQUIPMENT MACHINERY AND TRADE FIXTURES

6 All trade fixtures, equipment and machinery installed in or  
7 attached to the Premises by the Government shall be the property of the  
8 Government during the term of this lease agreement or any extension  
9 thereof, and upon the expiration of this lease agreement they may be  
10 removed from the Premises by the Government.

11 The term trade fixtures, equipment and machinery shall include but  
12 is not limited to concrete and asphalt batch plants, conveyors, silos,  
13 heating tanks, screens, pug mills or mixers, elevators, jaw and roll  
14 crushing equipment, screen decks, conveyor belts, diesel and gasoline  
15 engines, feeders, and other machinery ordinarily associated with the  
16 crushing, processing and manufacturing of rock, <sup>164 11/6/73</sup>

*11/20/73*

17 <sup>164 11/6/73</sup> The foregoing definition is not intended, and shall not be  
18 construed, to enlarge the scope of use by the Government under this  
19 lease agreement.

*11/20/73*

20 All buildings or improvements, other than trade fixtures, equipment  
21 and machinery permanently affixed to the realty by the Government shall  
22 be the property of the Government during the term of this lease  
23 agreement or any extension thereof, but any such buildings or improve-  
24 ments once affixed may not be removed from the Premises without the  
25 written permission of the Lessor, and upon the expiration of this  
26 lease agreement, pursuant to Article 3 of the agreement, said buildings  
27 and improvements shall become the property of the Lessor, except as  
28 otherwise agreed in writing by the parties hereto.

29 ARTICLE 13. QUIET ENJOYMENT

30 The Lessor covenants and warrants that he possesses or represents  
31 all interests, proprietary and otherwise, in the Premises and that the  
32 Government shall peacefully and quietly have, hold and enjoy the use  
33 thereof during the existence of this lease agreement and any extension

1 thereof without any let or hinderance.

2 ARTICLE 14. WARRANTY OF OWNERSHIP

3 Lessor expressly agrees to indemnify and hold the Government  
4 harmless from all suits, claims and demands of ownership made against  
5 the Government because of this conveyance and agrees to satisfy fully  
6 all other persons having ownership interests in the premises as their  
7 interest may appear under Yapese custom or otherwise.

8 ARTICLE 15. RESPONSIBILITY FOR DAMAGE OR INJURY: OBSERVANCE OF LAWS

9 The Lessor shall not be responsible for any injury to persons  
10 and damage to and loss of use or enjoyment of property arising from  
11 the use and occupancy of the Premises by the Government. The Government  
12 shall perform under this lease agreement strictly in accordance with  
13 all laws applicable under Title 1, Chapter 5 of the Trust Territory  
14 Code (1970), including but not limited to the law of nuisance.

15 ARTICLE 16. NOTICES

16 Any notice or demand required to be given or served on either  
17 party to this lease agreement shall be in writing and forwarded by  
18 registered air mail return receipt requested as follows:

19 For the Government

20 The High Commissioner  
21 Trust Territory of the Pacific Islands  
22 Saipan, Mariana Islands 96950

22 and the

23 District Administrator  
24 Trust Territory of the Pacific Islands  
25 Yap District 96943

25 The Lessor

26 Figirag  
27 The Rull Municipal Building  
28 Balabat Village  
29 Yap Islands 96943

29 and the

30 Chairman  
31 Resources Control Committee of Rull  
32 The Rull Municipal Building  
33 Balabat Village  
34 Yap Islands 96943

1 ARTICLE 17. TERMINATION BY DEFAULT OF GOVERNMENT

2 If the Government should breach, or be in default in performing  
3 any of the terms and provisions of this lease agreement, the Lessor  
4 shall give notice of such default or breach, and if the Government  
5 shall fail to cure such default or breach within thirty (30) days  
6 after the receipt of such notice, or shall fail in that time to com-  
7 mence to cure a default or breach, which reasonably would require more  
8 than thirty (30) days, and to give the Lessor a full written explanation  
9 of the defaulting or breaching conduct and a detailed plan and time  
10 schedule for the cure thereof, or shall fail to comply with such plan  
11 or cure with all reasonable speed, then and in any such event, the  
12 Lessor shall have the option of terminating this lease agreement or  
13 extension thereof by serving notice of termination upon the Government.

14 This lease shall expire on the date the Government receives the  
15 notice of termination as if that date had been originally fixed as the  
16 expiration date of the term herein granted.

17 ARTICLE 18. TAXES AND ASSESSMENTS, UTILITY CHARGES

18 The Government further agrees to pay all taxes, utilities, assess-  
19 ments, special assessments and all other charges and liens of any and  
20 every kind which may be levied, assessed or imposed on the Premises  
21 or any part thereof or on any buildings or improvements situated thereon  
22 during the term of this lease agreement or extension thereof.

23 ARTICLE 19. HOLD OVER

24 If the Government shall remain in possession after the expiration  
25 of the term of this lease agreement or any extension thereof, with the  
26 Lessor's acquiescence, the Government shall be deemed to be a tenant on  
27 a year-to-year basis and there shall be no renewal of this lease agree-  
28 ment by operation of law. Any year-to-year tenancy may be terminated  
29 by the Lessor by written notice to the Government within no less than  
30 thirty (30) days prior to the end of the tenancy year.

31 ARTICLE 20. TERMINATION BY GOVERNMENT

32 The Government may at any time terminate this lease agreement  
33 or any extension thereof by giving written notice to the Lessor one

1 hundred and eighty (180) days in advance of the date the Government  
2 desires to terminate. Provided, however, that any date of termination  
3 shall be on the last day of a quarterly month as defined in Article 6  
4 hereof; and, that the Government shall have paid in full all rental  
5 and other payments due hereunder up to and including the day of  
6 termination; and the Government shall have complied in full with  
7 provisions of this lease agreement regarding the conditions of the  
8 premises upon termination.

9 ARTICLE 21. GRAVES

10 It is acknowledged by the parties hereto that if the Government  
11 discovers the presence of a grave or graves on the Premises during  
12 the term of the lease agreement or any extension thereof, the Govern-  
13 ment shall immediately notify the Lessor of such presence. Upon  
14 notice, the Lessor shall act with all reasonable speed to effect the  
15 removal of the graves. Nothing contained in the lease agreement  
16 shall be construed to relieve the Government of its duty either to  
17 exercise reasonable care to detect graves on the Premises and to avoid  
18 damage to the graves or to compensate the appropriate parties for  
19 damage caused in breach of any Government duty.

20 ARTICLE 22. DESTRUCTION OF CROPS

21 The Lessor understands and agrees that the Government will not be  
22 responsible to compensate the Lessor for the destruction or removal of  
23 trees and crops planted within the term of this lease agreement, and that  
24 any such trees and crops are planted at the Lessor's own risk, pro-  
25 vided that the Government at the commencement of the lease agreement  
26 shall pay to the Lessor the sum of twenty dollars (\$20.00) as fair  
27 and valuable consideration and in full payment for any and all trees  
28 and crops growing on the Premises at the commencement of the lease  
29 agreement, <sup>Ky 11/6/73</sup> which <sup>F 11/20/73</sup> payment shall entitle the Government to remove  
30 such growing trees and crops without further compensation to Lessor.

31 ARTICLE 23. INTERPRETATION AND LAW GOVERNING

32 The language in all parts of this lease agreement shall in all cases  
33 be construed simply, according to its fair meaning, and not strictly

1 for or against the Government or the Lessor. The lease agreement  
2 shall be governed by the laws of the Trust Territory of the Pacific  
3 Islands.

4 ARTICLE 24. GOVERNMENT REPRESENTATIVE

5 The authorized representative of the Government for the purposes  
6 of this lease agreement shall be the District Administrator, Yap  
7 District, or such other persons as the High Commissioner may designate  
8 in writing as provided herein.

9 ARTICLE 25. LEASE AGREEMENT COMPLETE

10 It is hereby expressly agreed that this lease agreement contains  
11 all of the terms, conditions and agreements between the parties relating  
12 to the premises and that no prior or collateral oral or written under-  
13 standing or agreement pertaining to the Premises shall be valid or of  
14 any force or effect and that the terms and conditions of this lease  
15 agreement cannot be altered, changed or modified except in writing  
16 signed by the parties hereto.

17 ARTICLE 26. LEASE AGREEMENT BINDING

18 It is agreed that the stipulations and conditions contained in  
19 this lease agreement shall be binding upon the heirs, legal repre-  
20 sentative, successors and assigns of both parties.

21 ARTICLE 27. RETURN OF PREMISES

22 Upon the termination of this lease agreement by either party,  
23 the Government shall (1) be required to fill and contour the Premises  
24 in accordance with the reasonable directions of the Lessor, (2) shall  
25 otherwise leave the Premises in a sanitary, orderly condition, and  
26 (3) unless otherwise advised in writing by the Lessor shall restore the  
27 surface of the Premises to a capability for sustaining plant and tree  
28 life at least equivalent to the capability existing at the time of  
29 execution of this lease agreement, provided that the Government shall  
30 not be required to transport any additional material to the Premises  
31 for any purposes other than that specified in clause (3) of this  
32 Article.

33 IN WITNESS WHEREOF, the parties have executed this lease agreement

1 as of the day and year first written above.

2  
3 LESSOR GOVERNMENT OF THE  
4 TRUST TERRITORY OF THE PACIFIC ISLANDS

5 Figirag  
6 Figirag

By: W. K. Zachary  
7 Wyman K. Zachary  
8 Director, Resources & Development  
9 Nov. 6, 1973

\*\*\*\*\*

9 ACKNOWLEDGMENT

10 TRUST TERRITORY OF THE PACIFIC ISLANDS)  
11 YAP DISTRICT ) ss

12 On this 13th day of September, 1973, before me  
13 the Clerk of Courts, Yap District, personally appeared the  
14 above-named Lessor, known to me as the person whose name is subscribed  
15 to the within instrument and acknowledged that he executed the same  
16 for the purposes therein set forth as his free act and deed.

17 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

18  
19 By: James M. [Signature]  
20 Clerk of Courts  
21 Yap District

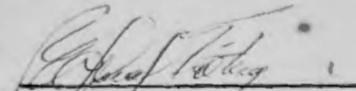
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22 CERTIFICATION AS TO TRANSLATION

23 I, Edward Pitlog, Realty Specialist for the Yap District Office  
24 of Land Management, hereby certify that the above lease agreement was  
25 executed in my presence by the above named Lessor; that to the best of  
26 my knowledge and ability, I correctly and accurately interpreted and  
27 translated the provisions of the within lease agreement from the English  
28 language into the Yapese language; that I am familiar, conversant and  
29 have a working knowledge of both languages; that I answered all ques-  
30 tions relating to the terms of provisions of the lease agreement asked  
31 by the above-named Lessor; that the above named Lessor indicated to me  
32 that he understood fully my interpretation and translation of the  
33 within lease agreement, and that he executed the same as his free act

1 and deed.

2 IN WITNESS WHEREOF, I hereunto set my hand this 9th day of  
3 September, 1973.

4  
5   
6 Edward Fitlog

7  
8 APPROVED FOR THE DIVISION  
9 OF LANDS AND SURVEYS

APPROVED FOR THE DISTRICT  
OFFICE OF LAND MANAGEMENT

10  
11 By: Kozu Yamada  
12 Kozu Yamada  
13 Chief, Lands & Surveys

By: Michael H. Allen  
Michael H. Allen  
District Land Management Officer

14 Date: Oct 26, 1973

Date: SEPTEMBER 14, 1973

15  
16 APPROVED AS TO FORM

APPROVED FOR THE YAP DISTRICT

17  
18 By: Richard I. Miyamoto  
19 Richard I. Miyamoto  
20 Attorney General

By: Leonard Q. Aguiqui  
Leonard Q. Aguiqui  
District Administrator

21 Date: 10/25/73

Date: September 21, 1973

22  
23 APPROVED FOR DISTRICT  
24 PUBLIC WORKS

APPROVED FOR THE RESOURCES CONTROL  
COMMITTEE OF RULL

25  
26 By: Marcelino Melalrai  
27 Marcelino Melalrai  
28 District Director  
of Public Works

By: Gargog  
Gargog  
Chairman

29  
30 Date: 9/18/73

Date: 9/11/73

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RECORDING OF LEASE AGREEMENT

Filed and Recorded in Book Vol 1., Page 76  
at 9:30 ~~AM~~/P.M. this 21st day of November,  
1973.

Jesse Higgins  
Clerk of Courts  
Yap District



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



Guruy NI 174-33 Ko Marwel Ko T.T.

NGA NI PII E BINAU NI  
NGAN MARWEL U KAKEN NAB SOR  
FAN KO QUARRY, KO BINAU NU  
FEDOOR, KO NAM NU WAAB

1           BAM'AG U MARNGAAGEN E BINAU NI NGA NI PI' NGA NI MARWEL BOCH RI,  
2 ni ngongili ngani fanal e biney e m'ag ko rofen ni 1st day of July,  
3 1973, nigopoli ni fen Am ko TRUST TERRITORY OF THE PACIFIC ISLANDS, bai  
4 u nog e chinei i yan e ngaram ni kemos ni government, ni ir ferou  
5 Figirag e re m'ag nei. Figirag e be' ko Trust Territory ni mapar u  
6 Waab, Trust Territory of the Pacific Islands, chinei i yan e ngaram  
7 u langin re m'ag nei e bai u nog e chinei i Figirag ni LESSOR.

8           PIN'EN NI MUTURUG RI: ni

9           BACHN E RAM, ni facha' i Lessor e ir rani a'u ni Pilung ko fangi  
10 binau ni baarai ni bai ni funi faleg weliy rogon nge tomilang, ni wod  
11 rogon e yalen nu Waab i tfnai e binau nge rogon ni ma afaf e binau, nge  
12 mat'away ko binau nge rogon i pi' ara o'g nag e binau: ma

13           BOCHAN, e baadag e Government ni nge marwel ko fayuyangi binau ni  
14 nge fek e malang ri ni wod rogon ni baarai ni kanog ko re m'ag nei; ma

15           BOCHAN, i gak e picha' ni yad auchen e picha' ni tafen e binau  
16 nge picha' ni auchen e Am ngafa purui naged ngara t'ared e zin ri ni  
17 nge pi Lessor e binau nge marwel e Government ri wod rogon pi n'en ni  
18 baarai ni kanog u langin e re m'ag nei;

19           CHINEI E ERFAN NI RANI LEN NAG, ma ketareb an' e gali raba' i gidii  
20 nei ko pi n'en baarai u langin e re m'ag nei ma rayib falgin pi n'en ni  
21 kani turuguy u langin e rem'ag nei ko gali raba' gidii nei ni tareb rogon  
22 ere kara tutuguy e zin ke m'ing ni baarai rogon:

23           ARTICLE 1. BINAU NI KANI PIZIG E ZIN RI

24           Lessor e ke pi' e binau ko Government me fek e Government e binau  
25 u pulwon e Lessor, magubin yuyang i binau nem ma kani ngongoliy babiyoren

1 ni Tract No. 50060, kani tai e pou ngai ni ba rou, ma bai bang a Division  
2 of Lands and Surveys ni bai e namba ri ni No. 5002/73, ma barai bang ni  
3 bachagil ko ginei e babiyor ni aram e kemang bang re m'ag nei, ma kani  
4 tai e pou ngai ni aram e Exhibit A, ma gaangin yang e gibinau nem e  
5 9,939 square meters, ara bang ko refol nem, ni bai u langin e binau nu  
6 Fedoor, Yap District, Trust Territory of the Pacific Islands, maaram e re  
7 m'ag nei kubachagil matwen e Am ni rangongoliy e kanowa nge yan nga  
8 daken e gibinau nem, me ngongoliy rogon, makurefek boch ban'en nga ken,  
9 ma ragi binau nei arai e bai unog u langin re m'ag nei ni "Premises".

10 ARTICLE 2. NAPAN E MARWEL RI

11 KEPAR E BINAU NGA PA' E AM ni tabab ko July 1, 1973 ngani tau ko  
12 June 30, 1983, ko 12:00 e kalok ni lukanenep, ma rayog ni pag e Am u  
13 lanियar ni ir i lem nag, ma kurayog nin e yar ri ni wod ni baarai ko re  
14 m'ag nei.

15 ARTICLE 3. YAR RI NI NGANIN: MINI ZILYEG PULWON

16 Bai ko re m'ag nei ni rayog ni purui nag e galiraba' i gidii nei nga  
17 ra zilyieyu pulwon e gibinau nei kongiyal ni nganin yaran e marwel ko gi  
18 binau nei, ni aram e Government e ir rok' e rayog ni turugui miqin e yar  
19 ko marwel ko fangi binau ni kutaareb numingin napan ko binei e m'ag nge  
20 pin'en ni ngani rin ri, kemos ni pulwon e marwel ko binau nge tini yibe  
21 fek ban'en ri e yira purui nag ngani zilyeg, nga ni purui nag reb e pulwon  
22 ni fen reb e ragag (10) e duw. Rogon i pingeg ngani fanai e binei e  
23 yalen e dabisiy ni langin mereb-i-ragag (90) eraran me yoloy e Govern-  
24 ment e babiyor nge yog ngak Lessor ni baadag ni nganin e yar ko marwel ko  
25 fangi binau, maaram nge chag e gali raba' i gidii nem ngara purui nag  
26 tolingin pulwon e binau ni nge yan i ni wod rogon ni baarai ko ARTICLE  
27 5 ko re m'ag nei. Manapan ni gak e gali raba i gidii nei ngara purui  
28 gou me taareb e zin'orou ngara dugiliyeu reb pulwon ni ba maagan rou ngai,  
29 maaram ma ra purui nag nga ra ngaongoliy babiyoren re pulwon e binau ni  
30 karog nge dachug ko re m'ag nem. Ma faan ra putui gou ma de t'areb e  
31 lem rorou nga reb e pulwon, maaram nge mad e re m'ag nei ko rofen ni  
32 June 30, 1983.

33 ARTICLE 4. FAN E MARWEL KO BINAU

1 Mit i n'en ni baarai e ir e nge rin e Govefnment:-

2 (a) nge sumeg mepar nga i ngongoliy ba marwel ko bilmalang ara  
3 sumeg e nisdn ko bil war nge bung rogon ni pilveg e war ko wayang ko fangi  
4 Premises nge pi ni chuwav ko yooj ara i fanai e Government rok'.

5 ARTICLE 5. PULWON E BINAU

6 Bam'ag u wan e Government ni nge pi' pulwon e binau ko Lessor ni,  
7 salpiy nu Mariken u napan e bai re m'ag nei u but' ni wod ni kani tai ko  
8 re m'ag nei:

9 a) Bini Sobut E Pulwon U Reb E Duw: Pulwon e marwel ni yaratai ko fangi  
10 Premises u reb e duw e raa'i-nge-rili (\$120.00) u reb e duw; ma

11 b) Rebe Pulwon: Bai reb e pulwon ni regag-nge-lal (\$0.15) sen reb e  
12 cubic yard ni rapi e Government ni pulwon e but' ara war ara wayang ni  
13 chuweg be' u daken fangi Premises.

14 ARTICLE 6. PULWON NI NGANI PI; GINI NGANI PI' PULWON RI

15 Napan ni fanai re m'ag nei, ma aram nge pi' e Government ko Lessor  
16 rasi-nge-rili (\$120.00) e dola ni aram e pulwon e binau ni tabab ko  
17 July 1st, 1973 nge yan i tau ko June 30, 1974. Ma aram e napan kabai re  
18 m'ag nei u but' e dabisiy ni nge yan ni July 1st u reb e duw ma kepi' e  
19 Government rasi-nge-rili (\$120.00) e dola u m'on ko July 1st u reb ngu  
20 reb e duw.

21 Pulwon e but' malang, war ara wayang ni yibe fek e ngani sumar nag  
22 ko reb e Quarter nge reb nge pi' e Government ko Lessor ko rofen ni  
23 taareb fen pul ko January, April, July nge October u napan e re m'ag nei.  
24 Ma rofen ni October 1, 1973 e ratabab e binei e pulwon.

25 Gubin e pulwon ni ngani pi' ku Lessor ara cha' ni keturugui ni nge  
26 fek, ni bai babyoren ni ke ngongoliy Lessor nge pi ko gin'en ni beer:

27 District Finance Officer  
28 Office of the District Administrator  
29 Colonia, Yap District 96943.

30 ARTICLE 7. BABIYOR RI

31 District Public Works Office u Colonia e ir nga i ngonpoli rogon  
32 babyoren e marwel ni yibe tai ko fangi Premises nge par nibafel rogon  
33 ni rab Lessor ara cha' ni ke ngongoliy babyoren ni nge zilveg mara yooj  
nib i lekas e pi babyor nem, u napan e ngiyal ni baarai ni bai e marwel

1 ri, re babiyor nem dabisiy ni nge moi e rofen ni fek but', war, malang,  
2 wayng ko fangi Premises ni bai pulwon ni wod ni yibe yog ko Article 5 (b)  
3 ko re m'ag nei, ma be m'ug oren tini fek, nge gini basor ngai, nge sine  
4 rok' e cha' ni pi', ma ku dabisiy ni nge m'ug ko ni pi' ni fanai e yoor  
5 ara Government. Rareb e pulwon ni ngani pi' u reb e Quarter, mazingani  
6 pi' e Government babiyoren ni be m'ug ri ni ke sayen District Director  
7 of Public Works ngai ke micheg e tinifek ban'en ko fangi Premises, ma bai  
8 babiyoren ban'en ni fek ri' nge oren pulwon ni ra a'u bini bayib e  
9 Quarter.

10 ARTICLE 8. GI PREMISES NI YIRA PI KU BE'

11 Kani pi' mat'wen e Government ni, rapi' e gi Premises nei ku be' nge  
12 marweli e tini baarai ni kani pi' mat'wen ko Government machane tini bai  
13 ni nge rin e Government e dabisiy ni facha' ni kani pi' e marwel ngak e  
14 nge ngongoliy fapi n'en ni nge rin e Government u langin re m'ag nei,  
15 machane dabisiy ni ra yog Lessor e kefel ngai u m'on ni nge zap e marwel  
16 nga pa' be'. Rayog ni pi' e Government e gi Premises nei ni nge marweli  
17 be' pi marwel ni baarai ni kani pi' mat'wen e Government ni nge rin,  
18 kemos ni manga dani fal e zin ri ko Lessor u m'on nge yog e kefel ngai,  
19 ma aram e razang Lessor nge maz e re m'ag nei.

20 ARTICLE 9. MARWEL NI NGANI TAI KO PREMISES

21 Rofen ni fanai e binei e m'ag e aram e rofen ni nge tabab e Govern-  
22 ment ko marwel u daken fangi Premises mi yad fek' e misin nge ngongolan e  
23 foog nge bil wan nga daken fangi Premises.

24 ARTICLE 10. ROGON E MARWEL U DAKEN E GI PREMISES NEY NGE ROGON E NEK NI  
25 RAUN RIN NGAY

26 Napan e biney e m'ag ma Government e bay matwen nge gelingin ni ra  
27 yog ni nge rin e tin baray nge but'; (1) ra toy e ofis rok nga daken e  
28 ge but' ney; (2) tang ni yira yororiy; (3) nge ku ba tank ko ran. Ma  
29 fanra ku bay boch banen ni dariy u langin e biney e m'ag nab adag e  
30 Government ni nge ngongoliy u daken e gi Premises ney ma ra yog ko  
31 Lessor u babiyor u mon ko marwel. Ma gobin banen ni bay u daken e gi  
32 but' ney ma ba mil suwon ko Government u napan e biney e m'ag. Ma be  
33 micheg e Government ni nga i faleg rogon e gi but' ney nab fal rogon

1' ma bamatau u napan e biney e m'ag.

2 ARTICLE 11: DONMACH FA BOCH BANEN NI RA CHOB

3 Dary ba mite donmach fa banen ni rachob ni ran tay nga daken e  
4 gi Premises ney. Fanra nga n<sup>1</sup> chubeg e donmach u daken e gi Premises ney  
5 nab sorfan ko marwel rok e Government ma rayog machane dab u ni charey u  
6 daken e gi Premises ney. Napan ni ra may e marwel ma urungin mit e don-  
7 mach ni un marwel ngay ma thangri chuw u daken e gi Premises ney.

8 ARTICLE: 12 URUNGIN TATLIN E MARWEL

9 Urungin tatlin e marwel rok e Government ni bay u daken e gi  
10 Premises ney ma rib mil fan ngak u ngalan e biney e m'ag manapan ni  
11 ramay e biney e m'ag ma rayog ni nge'chuwel tatlin e marwel rok u daken  
12 e gi Premises ney.

13 Tatlin e marwel ni be mug u langin e biney e m'ag e urungin banen  
14 nab sor fan ko guruy ney e marwel n<sup>1</sup> aram e kanog e Rock Quarry ngay.  
15 Ma Government e der tafiney nag ni nge thilyek fa nge yin' baney ko  
16 biney e m'ag ni dary u langin.

17 Naun nge ku boch banen ni ngongolen e Government ni bay u daken e  
18 gi Premises ney e rib mil fan ngak u ngalan e biney e m'ag fanapan ni  
19 ka ninuw nag napan e marwel. Ma kuboch banen ni kimoy u daken e gibinau  
20 ney e dabiyog ni ngan chuweg u napan ni kemay e biney e mag ni dab nog  
21 ko Lessor ni wod ni be yog u langin e Article 3 ko biney e m'ag.

22 ARTICLE 13. GAPAS U LANGIN E BINEY E M'AG

23 Ma Lessor e be micheg u langin e biney e m'ag ni ir e tafin e gi  
24 hinad ney ma ku er rogon ni ir ouchen urungin e girdii, ma Government  
25 e nga i par ma be marwel u daken e gi Premises ney nab fal rogon ni be  
26 par u fithik e gapas u ngalan e biney e mag ma ku er rogon ni fanmanpa  
27 kuvira nuw nag napan e biney e m'ag ma ri dary banen ni rabuch buch  
28 u puloon.

29 ARTICLE 14. ROGON E AN TAFIN E BINAU

30 Be micheg e Lessor ni dary banen ni ra buch fa kireb ngak e  
31 Government u marangaen e gibinau ney ni be marwel u daken ma kudary  
32 banen fa ba toguplu ni rayib ngak u daken reb o kaohul ni wod rogon nab  
33 m'ag ma fa fal rogon ko binu waab e yalen.

1 ARTICLE 15. BA MIL FAN URUNGIN BANEN NI RA KIREB FA BANEN NI RAN MAD-  
2 AA'DAD NGAY NGAK

3 Ma Lessor e dabi lag babug i thin ngak fa banen ni ra kireb ngak  
4 u daken e gi Premises nem fa be ni ke madaa'dad fa bug i thin ya wemos  
5 ni Government e ba mil fan urungin banen ngak u napan nge ngalen e binesy  
6 e m'ag. Ma Government e bay i tay e motochiel nge pii gelingin neb  
7 falrogon ni wod ni be vox ko Title 1, Chapter 5 of the Trust Territory  
8 Code (1970), ni wod rogon ni be mug u babiyor.

9 ARTICLE 16. BABIOREN

10 Urungin banen ni ra buch buch fa ngan thiley u langin e biney e  
11 m'ag ma yigoo' ngani pi' babiyoren ko pi' ofis nibaaray fithinrad usa  
12 but' ni yira pi' ni Registered Air Mail ni ku bav urungin puluon riy:

13 Ma namba ko Am

14 The High Commissioner  
15 Trust Territory of the Pacific Islands  
Saipan, Mariana Islands 96950

16 nge

17 District Administrator  
18 Trust Territory of the Pacific Islands  
Yap District 96943

19 Ma Lessor

20 Figirap  
21 The Rull Municipal Building  
Balabat Village  
22 Yap Islands 96943

23 nge

24 Chairman  
25 Resources Control Committee of Rull  
The Rull Municipal Building  
26 Balabat Village  
Yap Islands 96943

27 ARTICLE 17. NGE MAI E BINEY E M'AG NI KIREB ROK E GOVERNMENT

28 Fanra thilep fa detau rogon e marwel rok e Government nga rogon ni  
29 be vog u langin e biney e m'ag ma arame ra yolov e Lessor bane babiyor  
30 nee pi' ko Government ni bay urungin banen ni detau nga rogon ni bav u  
31 langin e re m'ag ney ma fanra de fol e Government ko tin baaray ni  
32 keyor e Lessor u lan 30 e raran ma arame rayog ni nge vog e Government  
33 u babiyor ko Lessor ko ngiyal ni ra madaa ngay ma ke vog ni nge fol ko

1 biney e m'ag, ma fanra ku de tau rogon e marwel rok e Government nga  
2 tagil ma rayog ni nge taleg e Lessor e Government ko marwel u daken e  
3 gi Premises ney.

4 Ma ngiyal ni ratau e babiyor ko Government ni nge tal ko marwel u  
5 daken e gi Premises ney ma thangri tal ni susun a aram rogon ni nog ko  
6 toomon ni aram e rofen ni nge tal fa kemos e marwel rok u daken e gi  
7 Premises nem.

8 ARTICLE 18. TAX NGE KU BOCH BANEN NAB SOR FAN KO SALPIY U DAKEN E GI  
9 BINAU NEM

10 Government e be micheg ni ra pi' pulwon e tax ko gi binau nem nge  
11 gamip npe ku boch banen fa reb o salpiy ni nga kunpi' ni bochan e gi  
12 Premises nem fa naun ni kantoy nga daken e gi binau nem u ngalan e biney  
13 e m'ag.

14 ARTICLE 19. MICH NGA PAA'

15 Fanra ku be marwel e Government u daken e gi Premises ney u towren  
16 e biney e m'ag fongalan ni dab ki marwel riy ma kabe marwel ma rayog ni  
17 nge yoloy e Lessor e babiyor nge yan ngak ni nge tal u lan 30 i raran.

18 ARTICLE 20. NGE TAL E GOVERNMENT KO MARWEL

19 Denturug e ngiyal ma rayog ni nge tale Government ko marwel u daken  
20 e gi Premises ney fa ki nuw nag napan e biney e m'ag ni arame ra pi' bab-  
21 iyoren ko Lessor u mon ko 180 e rarran ni dawor i tal e Government ko  
22 marwel. Ma ku errogen ni beyog u langin e Article 6 ni napan reb e  
23 Quarter nga wof minog ni nge tal e Government ko marwel, napan ni ra  
24 tal e Government ko marwel u daken e gi Premises ney ma yogo' kepi'  
25 pulwon urungin banen nab sor fan kb gi binau nem, ma kerin urungin  
26 banen ni bay u langin e biney e m'ag.

27 ARTICLE 21. MALANG RO YAM

28 Kani micheg u langin e biney e m'ag ni napan ni be marwel e Govern-  
29 ment u daken e gi Premises ney ma ra pureg rebo malang ko yam ma thangri  
30 yog ko Lessor nab papay. Ma Lessor e thangri chueg e re fa pi' malang ko  
31 van nab papay. Ma napan ni yira pateg malangan e yam u daken e gi  
32 Premises ney u napan e marwel ma dariy banen ni ra buch riy ko Govern-  
33 ment fa thilyer bang ko biney e m'ag. Ma ra kireb nag fa gothoy reb o

1 malang ko yam na ra pi' pulwon ni wod rogon nab mataw machane nga i par  
2 ma be muruwel u daken e gi Premises ney ni dabi kireb fa buch banen u  
3 pulwon.

4 ARTICLE 22. WOLDUG NI YIRA LII'

5 Ma Lessor e ba mich u wan ni fanra mogoth banen u daken e gi bishu  
6 nem mi aram a woldug fa kuboch banen u ngalan e biney e m'ag min pi'  
7 ko Lessor \$20.00 ni pulwon e woldug nge gekit' ni bay u daken e gi  
8 Premises ney, ni arame biney e pulwon e bafan ko urungin banen ni ra mog-  
9 oth u daken e gi Premises ney.

10 ARTICLE 23. ROGON E MOTOCHIEL NI BE MURWEL

11 Thin ni bai u langin e biney e m'ag e riba tomilang ni ba mom i  
12 nang fan ni gathi be togoplu ko Government fa Lessor. Ya thin ni bai  
13 u langin e re mag ney e bai u tangin e motochiel ko Trust Territory, of  
14 the Pacific Islands.

15 ARTICLE 24. AUCHEN E GOVERNMENT

16 Auchen e Government ni be mug u langin e biney e m'ag e District  
17 Administrator, Yap District, ara reb e keyog High Commissioner bee ni nge  
18 manq auchen u langin e babiyor.

19 ARTICLE 25. KE FAL ROGON E BINEY E MAG

20 Biney e mag e bai urungin banen riy ni thangr ni rin u langin e  
21 marwel nge ku rarogon e motochiel ngemorngaag u thilin e galicha ney.  
22 Urungin e tiney ma yitoo' ba sorfan ko gi Premises nab aray ni yibe  
23 weliy maarangaan' ma ku dariy banen ko biney e mag ni nge thil ni dab ni  
24 yolov nga babiyor.

25 ARTICLE 26. BA CHADUG E BINEY E M'AG

26 Tiney e motochiel e thin ni be yib nga langin e biney e m'ag ko  
27 munliw fa facha ni auchen bagyou' faglicha.

28 ARTICLE 27. SULUEG E GI BINAU NEY

29 Napan ni ra may e biney e m'ag u thilin e galrabas i-girdii ney ma  
30 Government e nge (1) faleg rogon e babiyor ko gi binau ney nge foleg  
31 tolingin ni wod rogon ni baadag e Lessor, (2) nge pag e gi Premises ney  
32 nab kilin ma bafal rogon (3) fa dangaa' ni romanga kubay boch banen ni  
33 ra pag u daken e gibinau nem ni fan mangs baadag e Lessor ma kuba fal ko

1 biney e m'ag, machane Government e dabki yin boch e but nge daken e gi

2 Premises nem ni ngaki suguy.

3 BAMBICH, galicha ni baaray e kara micheg u roy ni kara sien gow ko  
4 rarran nge duw ni kani yolq aray nge mon.

6 LESSOR

GOVERNMENT OF THE  
TRUST TERRITORY OF THE PACIFIC ISLANDS

8 *[Signature]*  
9 Fagiraq

Charen: *[Signature]*  
Wyman X. Zachary  
Director, Resources & Development  
Nov 4, 1973

\*\*\*\*\*

11 NICH NAB RIYUL

13 TRUST TERRITORY OF THE PACIFIC ISLANDS) ss  
14 YAP DISTRICT

15 Rofen ni 13<sup>th</sup> ko pul ni September, 1973 me mur  
16 fithangaan e Lessor ni gumanang ni ir e bay fithangan u langin e biney  
17 e m'ag me saien ko re m'ag ney nab adag ma fal rogon.

18 GINEY E MICH RIY, ni kagu tay paag nga daken nge pow rog.

20 Charen: *[Signature]*  
21 Clerk of Courts  
Yap District

22 \*\*\*\*\*

23 MICH KO MATHILIEG THIN

24 I gar Edward Fitlog, Realty Specialist ni gubta marwel u Yap  
25 District Office ko Land Management, ni gube micheg ni bin baaray ni  
26 kani weliy e mag e ni faleg u pe' aucheg ni faleg e Lessor; ma gar e  
27 kare mus mus rogoq riy ni kagu pileg e pi thin ney ni thin nu English  
28 ko thin nu Waab, ma mag e ri ku ba fal rogon ni gumanang e gali thin  
29 ney, ma ku er rogon ni kugu fulueg urungin e duwer ni fith e Lessor  
30 ngoq ma ku er rogon ni yog e Lessor ngoq ni ke nang fan urungin banan  
31 ni bay u langin e biney e m'ag, me faleg rogon nge sayin ko re m'ag  
32 ney nab fal ko tafiney rok.

33 GINEY E MICH RIY, ni kagu sien ko rofen ni September 4 1973.

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*Edward Fitlop*  
Edward Fitlop

KE MATAW U LANIGAN E  
DIVISION OF LANDS & SURVEYS

KE MATAW U LANIGAN E DISTRICT  
OFFICE OF LAND MANAGEMENT

Charen: *Kozo Yamada*  
Kozo Yamada  
Chief, Lands & Surveys

Charen: *Michael H. Allen*  
Michael H. Allen  
District Land Management Officer

Raran: *Oct. 26, 1973*

Raran: *SEPTEMBER 14, 1973*

KE MATAW BABIYOREN

KE MATAW U LANIGAN E AM NU YAP DISTRICT

Charen: *Richard I. Miyamoto*  
Richard I. Miyamoto  
Attorney General

Charen: *Leonard O. Aruigui*  
Leonard O. Aruigui  
District Administrator

Raran: *10/25/73*

Raran: *September 21, 1973*

KE MATAW U LANIGAN E  
DISTRICT PUBLIC WORKS

KE MATAW U LANIGAN E RESOURCES CONTROL  
COMMITTEE OF RULL

Charen: *Marcelino Melared*  
Marcelino Melared  
District Director  
of Public Works

Charen: *Garyog*  
Garyog  
Chairman

Raran: *9/18/73*

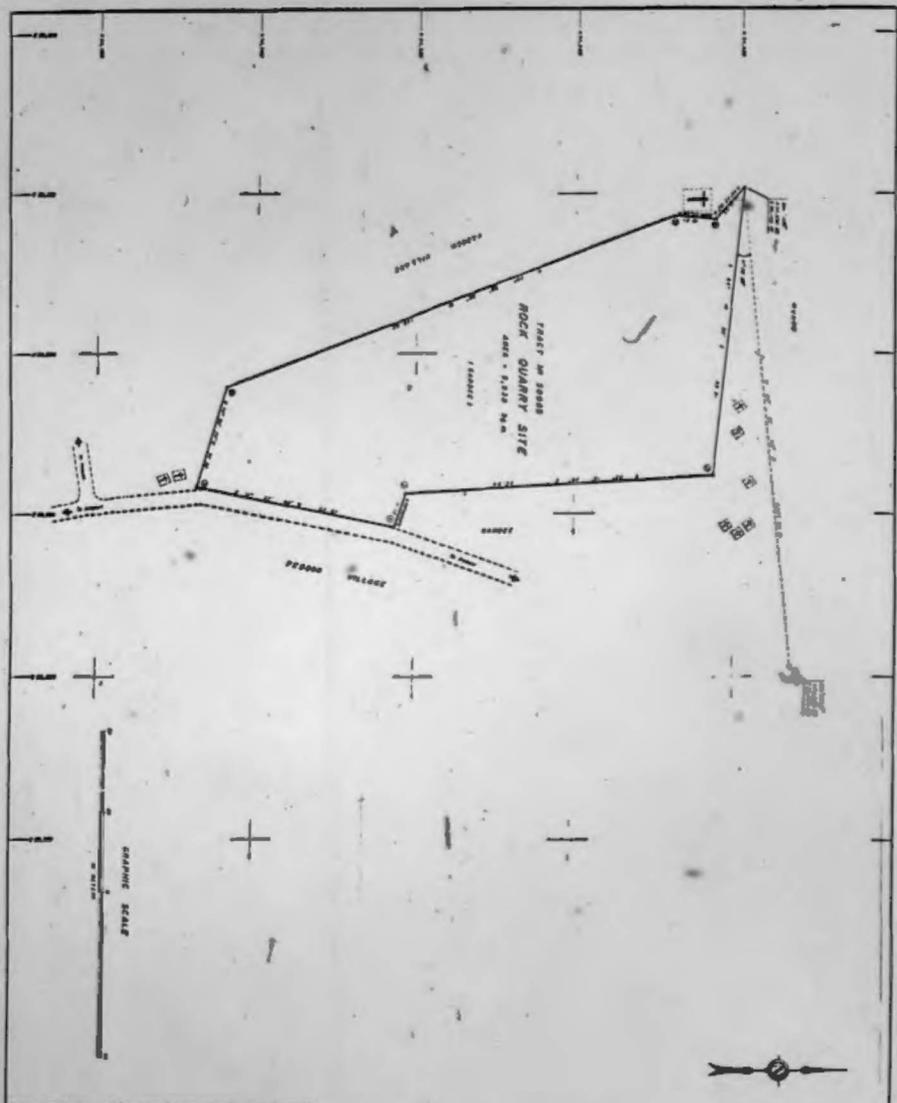
Raran: *9/4/73*

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MARNGAAGEN NI KANI YOLOY E BINEY E M' AG

Kan chibglly ko reke babiyor ney *Vol. I*, ko ngin ni *76*  
ko ngiyal *2:30* P.M. ko raran ni *2:45* ko pul ni  
*November*, 1973.

*Jesse Skrifan*  
Clerk of Courts  
Yap District



4208708  
CITY OF PEASOR, ALBERTA  
MAY 1958  
2100

GENERAL NOTES  
1. THE BOUNDARIES OF THIS TRACT ARE SHOWN BY THE DOTTED LINE.  
2. THE AREA OF THIS TRACT IS 0.128 SQUARE METERS.  
3. THE TRACT IS SITUATED IN THE PEASOR VILLAGE OF PEASOR, ALBERTA.

TRACT TERRITORY OF THE PACIFIC PROVINCES  
DIVISION OF LANDS AND SURVEYS

TRACT M 58888  
ROCK QUARRY SITE  
PEASOR VILLAGE

5002773

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



T.T. CONTRACT NO. 174-33

LEASE OF PRIVATE LAND  
FOR  
QUARRYING PURPOSES  
FEDOOR VILLAGE, YAP DISTRICT

1 THIS LEASE AGREEMENT, made and entered into as of this 1st day of  
2 July, 1973, by and between the GOVERNMENT OF THE TRUST TERRITORY OF THE  
3 PACIFIC ISLANDS, hereinafter referred to as GOVERNMENT, and Figirag, a  
4 citizen of the Trust Territory and a resident of Yap District, Trust  
5 Territory of the Pacific Islands, hereinafter referred to as LESSOR.

6 WITNESSETH: that

7 WHEREAS, the Lessor, as "Pilyug" of the hereinafter described  
8 premises, has according to Yapese custom concerning ownership, use and  
9 inheritance of land, certain rights or interests or claims to said lands  
10 including the right to make a conveyance thereof; and

11 WHEREAS, the Government desires to utilize said lands for quarrying  
12 and related purposes stipulated in this agreement; and

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

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

20 ARTICLE 1. GRANT OF PREMISES

21 The Lessor hereby leases to the Government and the Government  
22 hereby takes from the Lessor, all of that real property designated as  
23 Tract No. 50060, shown outlined in red on the attached copy of Division  
24 of Lands and Surveys Drawing No. 5002/73, which is incorporated herein  
25 and made a part hereof by reference as Exhibit A, such real property

1 consisting of 9,939 square meters, more or less, of land situated in  
2 Fedoor Village, Yap District, Trust Territory of the Pacific Islands,  
3 together with all existing easements, rights of way, improvements  
4 thereon and appurtenances thereto, hereinafter referred to as "Premises".

5 ARTICLE 2. TERM

6 TO HAVE AND TO HOLD for an initial term commencing on July 1, 1973  
7 and ending on June 30, 1983, at 12:00 o'clock midnight, unless sooner  
8 terminated or extended as herein provided.

9 ARTICLE 3. OPTION TO EXTEND; REVISION OF RENTAL AND FEE

10 Provided that agreement can be reached between the parties  
11 concerning revision of the amount of minimum annual rental and severance  
12 fee applicable during the extended term, the Government shall at its  
13 sole discretion have the conditional option to extend this lease agree-  
14 ment upon the same terms and conditions set out herein, with the sole  
15 exception of the amount of minimum annual rental and severance fee,  
16 revised pursuant to this Article, for one additional period of ten (10)  
17 years. In order to exercise this conditional option the Government  
18 shall notify the Lessor in writing of its desire to so extend the  
19 lease agreement at least ninety (90) days prior to the expiration date  
20 of the original term. From the time of notification by the Government  
21 of its desire to extend, the parties shall negotiate a revision of the  
22 amount of minimum annual rental and severance fee specified in Article  
23 5 of the lease agreement. If the parties reach an agreement concerning  
24 the revision, the lease agreement shall be duly amended to incorporate  
25 the revised rental and fee applicable during the extended term. If  
26 the parties cannot reach an agreement concerning the revision, the  
27 lease agreement shall terminate on June 30, 1983.

28 ARTICLE 4. PURPOSE

29 The Government may use the premises for the following purposes:-

30 (a) to develop and operate a quarry and crushing plant for the  
31 processing of rock obtained from the premises into aggregate and  
32 material for sale to the general public and for Government and public  
33 use.

1 ARTICLE 5. RENTAL

2 The Government agrees to pay to the Lessor in lawful money of the  
3 United States of America the following rental during the original term:

- 4 a) Minimum Annual Rental: As the minimum rental for use of the Premises,  
5 the sum of one hundred and twenty dollars (\$120.00) per year; and  
6 b) Severance Fee: As a royalty and severance fee the sum of fifteen  
7 cents (\$0.15) per cubic yard for any material originating on the  
8 Premises and transported by any party from the Premises.

9 ARTICLE 6. RENTAL PAYMENTS; PLACE OF PAYMENT

10 Upon the execution of this lease agreement, the Government shall  
11 pay Lessor the sum of one hundred and twenty dollars (\$120.00) to cover  
12 rent due to Lessor for the period of July 1, 1973 to June 30, 1974.  
13 Subsequently thereafter during the original term of this lease agreement,  
14 the Government shall pay rent at the rate of one hundred and twenty  
15 dollars (\$120.00) per year which shall be paid in advance on the first  
16 day of July each year.

17 The rental due Lessor as a royalty or severance fee shall be com-  
18 puted for the preceding quarter and paid on the first day of January,  
19 April, July, and October of each year this lease agreement is in force  
20 and effect. The first payment of severance fee shall be made on October  
21 1, 1973.

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

25 District Finance Officer  
26 Office of the District Administrator  
Colonia, Yap District 96943.

27 ARTICLE 7. RECORDS

28 The Government, at its District Public Works Office in Colonia,  
29 shall maintain records for inspection by the Lessor, or his designate,  
30 appointed in writing, during regular working hours, showing the date of  
31 removal of material from the Premises subject to the severance/royalty  
32 payment as set forth in Article 5 (b) of this lease agreement, volume  
33 of such material removed, any charge therefor, the signature of the

1 dispatching officer and an indication of whether material was sold to  
2 the public or used for Government purposes. With each quarterly  
3 payment (severance/royalty fee), the Government shall submit copies of  
4 such records verified by the District Director of Public Works, accom-  
5 panied by a written summary, based on the records, indicating by cate-  
6 gories the total volume of material recorded and the total severance/  
7 royalty fee due for the preceding quarter.

8 ARTICLE 8. ASSIGNMENT

9 The Government may assign or sublet the Premises hereunder with  
10 the prior written consent of the Lessor, but the obligations of Govern-  
11 ment hereunder shall not be extinguished by such assignment. Any such  
12 assignment or subletting, except as herein above mentioned, without such  
13 consent shall be void and shall at the option of the Lessor terminate  
14 this lease agreement.

15 ARTICLE 9. USE OF THE PREMISES

16 The Government shall enter and occupy the Premises on the date this  
17 lease agreement is executed and commence the operation of a quarry and  
18 crushing plant.

19 ARTICLE 10. CONSTRUCTION OF IMPROVEMENTS; MAINTENANCE OF PREMISES

20 During the existence of this lease agreement or extension thereof,  
21 the Government shall have the right to install trade fixtures, equipment  
22 and machinery and to construct the following structures: (1) a dis-  
23 patchers office; (2) fuel storage tanks which may be fenced; and (3)  
24 water storage tanks. Other structures may be constructed by the Govern-  
25 ment with the prior written permission of the Lessor. All improvements  
26 so placed on the Premises shall be and remain the property of the  
27 Government during the existence of this lease agreement or any extension  
28 thereof. The Government, shall at all times during the term of this  
29 lease agreement, or any extension thereof, and at its sole cost and  
30 expense, maintain the Premises and all improvements thereon in good  
31 order and repair and in a neat, sanitary and attractive condition.

32 ARTICLE 11. EXPLOSIVES

33 No explosive substance, including dynamite or blasting caps, may

1 be kept on the Premises. Any explosive substance to be used on the  
2 Premises must be stored off the Premises, brought to the Premises on the  
3 day of use, and removed from the Premises at the conclusion of regular  
4 working hours of the same day.

5 ARTICLE 12. EQUIPMENT MACHINERY AND TRADE FIXTURES

6 All trade fixtures, equipment and machinery installed in or  
7 attached to the Premises by the Government shall be the property of the  
8 Government during the term of this lease agreement or any extension  
9 thereof, and upon the expiration of this lease agreement they may be  
10 removed from the Premises by the Government.

11 The term trade fixtures, equipment and machinery shall include but  
12 is not limited to concrete and asphalt batch plants, conveyors, silos,  
13 heating tanks, screens, pug mills or mixers, elevators, jaw and roll  
14 crushing equipment, screen decks, conveyor belts, diesel and gasoline  
15 engines, feeders, and other machinery ordinarily associated with the  
16 crushing, processing and manufacturing of rock, <sup>K4 11/6/73</sup>

*J*  
*11/20/73*

*14 11/6/73*  
*kanata*

17 The foregoing definition is not intended, and shall not be  
18 construed, to enlarge the scope of use by the Government under this  
19 lease agreement.

*J*  
*11/21/73*

20 All buildings or improvements, other than trade fixtures, equipment  
21 and machinery permanently affixed to the realty by the Government shall  
22 be the property of the Government during the term of this lease  
23 agreement or any extension thereof, but any such buildings or improve-  
24 ments once affixed may not be removed from the Premises without the  
25 written permission of the Lessor, and upon the expiration of this  
26 lease agreement, pursuant to Article 3 of the agreement, said buildings  
27 and improvements shall become the property of the Lessor, except as  
28 otherwise agreed in writing by the parties hereto.

29 ARTICLE 13. QUIET ENJOYMENT

30 The Lessor covenants and warrants that he possesses or represents  
31 all interests, proprietary and otherwise, in the Premises and that the  
32 Government shall peacefully and quietly have, hold and enjoy the use  
33 thereof during the existence of this lease agreement and any extension

1 thereof without any let or hinderance.

2 ARTICLE 14. WARRANTY OF OWNERSHIP

3 Lessor expressly agrees to indemnify and hold the Government  
4 harmless from all suits, claims and demands of ownership made against  
5 the Government because of this conveyance and agrees to satisfy fully  
6 all other persons having ownership interests in the premises as their  
7 interest may appear under Yapese custom or otherwise.

8 ARTICLE 15. RESPONSIBILITY FOR DAMAGE OR INJURY: OBSERVANCE OF LAWS

9 The Lessor shall not be responsible for any injury to persons  
10 and damage to and loss of use or enjoyment of property arising from  
11 the use and occupancy of the Premises by the Government. The Government  
12 shall perform under this lease agreement strictly in accordance with  
13 all laws applicable under Title 1, Chapter 5 of the Trust Territory  
14 Code (1970), including but not limited to the law of nuisance.

15 ARTICLE 16. NOTICES

16 Any notice or demand required to be given or served on either  
17 party to this lease agreement shall be in writing and forwarded by  
18 registered air mail return receipt requested as follows:

19 For the Government

20 The High Commissioner  
21 Trust Territory of the Pacific Islands  
22 Saipan, Mariana Islands 96950

22 and the

23 District Administrator  
24 Trust Territory of the Pacific Islands  
25 Yap District 96943

25 The Lessor

26 Figirag  
27 The Rull Municipal Building  
28 Balabat Village  
29 Yap Islands 96943

29 and the

30 Chairman  
31 Resources Control Committee of Rull  
32 The Rull Municipal Building  
33 Balabat Village  
34 Yap Islands 96943

1 ARTICLE 17. TERMINATION BY DEFAULT OF GOVERNMENT

2 If the Government should breach, or be in default in performing  
3 any of the terms and provisions of this lease agreement, the Lessor  
4 shall give notice of such default or breach, and if the Government  
5 shall fail to cure such default or breach within thirty (30) days  
6 after the receipt of such notice, or shall fail in that time to com-  
7 mence to cure a default or breach, which reasonably would require more  
8 than thirty (30) days, and to give the Lessor a full written explanation  
9 of the defaulting or breaching conduct and a detailed plan and time  
10 schedule for the cure thereof, or shall fail to comply with such plan  
11 or cure with all reasonable speed, then and in any such event, the  
12 Lessor shall have the option of terminating this lease agreement or  
13 extension thereof by serving notice of termination upon the Government.

14 This lease shall expire on the date the Government receives the  
15 notice of termination as if that date had been originally fixed as the  
16 expiration date of the term herein granted.

17 ARTICLE 18. TAXES AND ASSESSMENTS, UTILITY CHARGES

18 The Government further agrees to pay all taxes, utilities, assess-  
19 ments, special assessments and all other charges and liens of any and  
20 every kind which may be levied, assessed or imposed on the Premises  
21 or any part thereof or on any buildings or improvements situated thereon  
22 during the term of this lease agreement or extension thereof.

23 ARTICLE 19. / HOLD OVER

24 If the Government shall remain in possession after the expiration  
25 of the term of this lease agreement or any extension thereof, with the  
26 Lessor's acquiescence, the Government shall be deemed to be a tenant on  
27 a year-to-year basis and there shall be no renewal of this lease agree-  
28 ment by operation of law. Any year-to-year tenancy may be terminated  
29 by the Lessor by written notice to the Government within no less than  
30 thirty (30) days prior to the end of the tenancy year.

31 ARTICLE 20. TERMINATION BY GOVERNMENT

32 The Government may at any time terminate this lease agreement  
33 or any extension thereof by giving written notice to the Lessor on

1 hundred and eighty (180) days in advance of the date the Government  
2 desires to terminate. Provided, however, that any date of termination  
3 shall be on the last day of a quarterly month as defined in Article 6  
4 hereof; and, that the Government shall have paid in full all rental  
5 and other payments due hereunder up to and including the day of  
6 termination; and the Government shall have complied in full with  
7 provisions of this lease agreement regarding the conditions of the  
8 premises upon termination.

9 **ARTICLE 21. GRAVES**

10 It is acknowledged by the parties hereto that if the Government  
11 discovers the presence of a grave or graves on the Premises during  
12 the term of the lease agreement or any extension thereof, the Govern-  
13 ment shall immediately notify the Lessor of such presence. Upon  
14 notice, the Lessor shall act with all reasonable speed to effect the  
15 removal of the graves. Nothing contained in the lease agreement  
16 shall be construed to relieve the Government of its duty either to  
17 exercise reasonable care to detect graves on the Premises and to avoid  
18 damage to the graves or to compensate the appropriate parties for  
19 damage caused in breach of any Government duty.

20 **ARTICLE 22. DESTRUCTION OF CROPS**

21 The Lessor understands and agrees that the Government will not be  
22 responsible to compensate the Lessor for the destruction or removal of  
23 trees and crops planted within the term of this lease agreement, and that  
24 any such trees and crops are planted at the Lessor's own risk, pro-  
25 vided that the Government at the commencement of the lease agreement  
26 shall pay to the Lessor the sum of twenty dollars (\$20.00) as fair  
27 and valuable consideration and in full payment for any and all trees  
28 and crops growing on the Premises at the commencement of the lease  
29 agreement, in which <sup>11/6/73</sup> payment shall entitle the Government to remove  
30 such growing trees and crops without further compensation to Lessor.

31 **ARTICLE 23. INTERPRETATION AND LAW GOVERNING**

32 The language in all parts of this lease agreement shall in all cases  
33 be construed simply, according to its fair meaning, and not strictly

1 for or against the Government of the Lessor. The lease agreement  
2 shall be governed by the laws of the Trust Territory of the Pacific  
3 Islands.

4 ARTICLE 24. GOVERNMENT REPRESENTATIVE

5 The authorized representative of the Government for the purposes  
6 of this lease agreement shall be the District Administrator, Yap  
7 District, or such other persons as the High Commissioner may designate  
8 in writing as provided herein.

9 ARTICLE 25. LEASE AGREEMENT COMPLETE

10 It is hereby expressly agreed that this lease agreement contains  
11 all of the terms, conditions and agreements between the parties relating  
12 to the premises and that no prior or collateral oral or written under-  
13 standing or agreement pertaining to the Premises shall be valid or of  
14 any force or effect and that the terms and conditions of this lease  
15 agreement cannot be altered, changed or modified except in writing  
16 signed by the parties hereto.

17 ARTICLE 26. LEASE AGREEMENT BINDING

18 It is agreed that the stipulations and conditions contained in  
19 this lease agreement shall be binding upon the heirs, legal repre-  
20 sentative, successors and assigns of both parties.

21 ARTICLE 27. RETURN OF PREMISES

22 Upon the termination of this lease agreement by either party,  
23 the Government shall (1) be required to fill and contour the Premises  
24 in accordance with the reasonable directions of the Lessor, (2) shall  
25 otherwise leave the Premises in a sanitary, orderly condition, and  
26 (3) unless otherwise advised in writing by the Lessor shall restore the  
27 surface of the Premises to a capability for sustaining plant and tree  
28 life at least equivalent to the capability existing at the time of  
29 execution of this lease agreement, provided that the Government shall  
30 not be required to transport any additional material to the Premises  
31 for any purposes other than that specified in clause (3) of this  
32 Article.

33 IN WITNESS WHEREOF, the parties have executed this lease agreement

1 as of the day and year first written above.

2  
3 LESSOR GOVERNMENT OF THE  
4 TRUST TERRITORY OF THE PACIFIC ISLANDS

5 Figirag By: for Rep. Gornadin  
6 Figirag Wyman X. Zaghary  
7 Director, Resources & Development  
8 Nov. 6, 1973

8 \*\*\*\*\*

9 ACKNOWLEDGMENT

10 TRUST TERRITORY OF THE PACIFIC ISLANDS)  
11 YAP DISTRICT )as

12 On this 13th day of September, 1973, before me  
13 the Clerk of Courts, Yap District, personally appeared the  
14 above-named Lessor, known to me as the person whose name is subscribed  
15 to the within instrument and acknowledged that he executed the same  
16 for the purposes therein set forth as his free act and deed.

17 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

18 By: Jesse S. Wagner  
19 Clerk of Courts  
20 Yap District

21 \*\*\*\*\*

22 CERTIFICATION AS TO TRANSLATION

23 I, Edward Figlog, Realty Specialist for the Yap District Office  
24 of Land Management, hereby certify that the above lease agreement was  
25 executed in my presence by the above named Lessor; that to the best of  
26 my knowledge and ability, I correctly and accurately interpreted and  
27 translated the provisions of the within lease agreement from the English  
28 language into the Yapese language; that I am familiar, conversant and  
29 have a working knowledge of both languages; that I answered all ques-  
30 tions relating to the terms of provisions of the lease agreement asked  
31 by the above-named Lessor; that the above named Lessor indicated to me  
32 that he understood fully my interpretation and translation of the  
33 within lease agreement, and that he executed the same as his free act

1 and deed.

2 IN WITNESS WHEREOF, I hereunto set my hand this 7th day of  
3 September, 1973.

4  
5 [Signature]  
6 Edward Fittig

7  
8 APPROVED FOR THE DIVISION  
9 OF LANDS AND SURVEYS

8 APPROVED FOR THE DISTRICT  
9 OFFICE OF LAND MANAGEMENT

10  
11 By: [Signature]  
12 Koze Yamada  
13 Chief, Lands & Surveys

10  
11 By: [Signature]  
12 Michael H. Allen  
13 District Land Management Officer

14 Date: Oct 30, 1973

14 Date: SEPTEMBER 14, 1973

15  
16 APPROVED AS TO FORM

15  
16 APPROVED FOR THE YAP DISTRICT

17  
18 By: [Signature]  
19 Richard I. Miyamoto  
20 Attorney General

17  
18 By: [Signature]  
19 Leonard Q. Aguigui  
20 District Administrator

21 Date: 10/25/73

21 Date: September 21, 1973

22  
23 APPROVED FOR DISTRICT  
24 PUBLIC WORKS

22  
23 APPROVED FOR THE RESOURCES CONTROL  
24 COMMITTEE OF BULL

25  
26 [Signature]  
27 Marcelino Melairei  
28 District Director  
29 of Public Works

25  
26 By: [Signature]  
27 Gargog  
28 Chairman

29  
30 Date: 9/18/73

29  
30 Date: 9/18/73

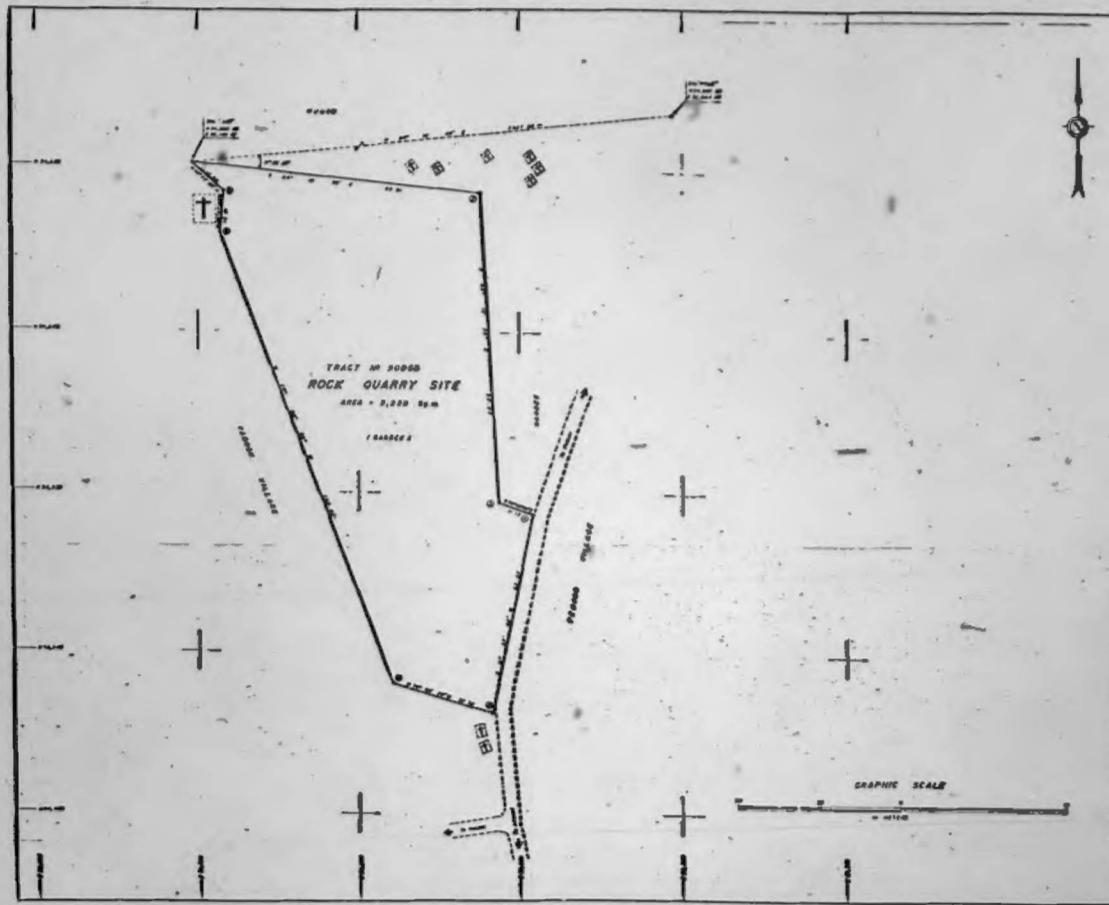
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RECORDING OF LEASE AGREEMENT

Filed and Recorded in Book Vol 1, Page 76.

at 2:30 P.M. this 21st day of November,  
1973.

*Joseph L. Whipple*  
Clerk of Courts  
Yap District



**LEGEND**

- 1/4" of Section Boundary (Dotted)
- 1/2" of Section Boundary (Dashed)
- 1" of Section Boundary (Solid)
- Planning Area
- 1000' Section Boundary

**GENERAL NOTES**

1. This tract is top 2000 A.S.M. Section.
2. Area of 2000 A.S.M. Section.
3. All bearings and angles are true.
4. Survey conducted from station 1000' and 1000'.
5. The bearing is true to the bearing of 1000'.

TRUST TERRITORY OF THE PACIFIC ISLANDS DEPARTMENT OF RESOURCES AND DEVELOPMENT <b>DIVISION OF LANDS AND SURVEYS</b>	
TRACT NO.	30000
<b>TRACT NO. 30000          ROCK QUARRY SITE          PEDDOR VILLAGE</b>	
I hereby certify that the survey was conducted in accordance with the provisions of the Land Survey Act, 1963, and that the same is correct and true.	
Surveyor General <i>[Signature]</i>	
APPROVAL BY CHIEF ENGINEER <i>[Signature]</i>	
APPROVED BY <i>[Signature]</i>	
SURVEY DATE	1973
SCALE	1:500
<b>5002/73</b>	

EXHIBIT A

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



Guruy Ni 174-33 Ko Marwel Ko T.T.

NGA NI PII E BINAU NI  
NGAN MARWEL U KAKEN NAB SOR  
FAN KO QUARRY, KO BINAU NU  
FEDDOOR, KO NAM NU WAAB

1 BAM'AG U MARNGAAGEN E BINAU NI NGA NI PI' NGA NI MARWEL BOCH RI,  
2 ni ngongili ngani fanai e biney e m'ag ko rofen ni 1st day of July,  
3 1973, nigogoli ni fen Am ko TRUST TERRITORY OF THE PACIFIC ISLANDS, bai  
4 u nog e chinei i yan e ngaram ni kemos ni government, ni ir ferou  
5 Figirag e re m'ag nei. Figirag e be' ko Trust Territory ni mapar u  
6 Waab, Trust Territory of the Pacific Islands, chinei i yan e ngaram  
7 u langin re m'ag nei e bai u nog e chinei i Figirag ni LESSOR.

8 PIN'EN NI MUTURUG RI: ni

9 BACHN E RAM, ni facha' i Lessor e ir rani a'u ni Pilung ko fangi  
10 binau ni baarai ni bai ni funi faleg weliy rogon nge tomilang, ni wod  
11 rogon e yalen nu Waab i tfnai e binau nge rogon ni ma afaf e binau, nge  
12 mat'avey ko binau nge rogon i pi' ara o'g nag e binau; ma

13 BOCHAN, e baadag e Government ni nge marwel ko fayuyangi binau ni  
14 nge fek e malang ri ni wod rogon ni baarai ni kanog ko re m'ag nei; ma

15 BOCHAN, i gak e picha' ni yad auchen e picha' ni tafen e binau  
16 nge picha' ni auchen e Am ngara purui naged ngara t'ared e zin ri ni  
17 nge pi Lessor e binau nge marwel e Government ri wod rogon pi n'en ni  
18 baarai ni kanog u langin e re m'ag nei;

19 CHINEI E ERFAN NI RANI LEM NAG, ma ketareb an' e gali raba' i gidii  
20 nei ko pi n'en baarai u langin e re m'ag nei ma rayib falgin pi n'en ni  
21 kani turuguy u langin e rem'ag nei ko gali raba' gidii nei ni tareb rogon  
22 ere kara tutuguy e zin ke m'ing ni baarai rogon:

23 ARTICLE 1. BINAU NI KANI PIZIG E ZIN RI

24 Lessor e ke pi' e binau ko Government ma fek e Government e binau  
25 u pulwon e Lessor, magubin yuyang i binau nua ma kani ngongoliy babyoren

1 ni Tract No. 50060, kani tai e pou ngai ni ba rou, ma bai bang u Division  
2 of Lands and Surveys ni bai e namba ri ni No. 5002/73, ma barai bang ni  
3 bachagil ko ginei e babiyor ni aram e kemang bang re m'ag nei, ma kani  
4 tai e pou ngai ni aram e Exhibit A, ma gaangin yang e gibinau nem e  
5 9,939 square meters, ara bang ko refol nem, ni bai u langin e binau nu  
6 Fedoor, Yap District, Trust Territory of the Pacific Islands, maaram e re  
7 m'ag nei kubachagil matwen e Am ni rangongoliy e kanowa nge yan nga  
8 daken e gibinau nem, ma ngongoliy rogon, makurefek boch ban'en nga ken,  
9 ma ragi binau nei arai e bai unog u langin re m'ag nei ni "Premises".

10 ARTICLE 2. NAPAN E MARWEL RI

11 KEPAR E BINAU NGA PA' E AM ni tabab ko July 1, 1973 ngani tau ko  
12 June 30, 1983, ko 12:00 e kalok ni lukanenep, ma rayog ni pag e Am u  
13 laniyar ni r i lem nag, ma kurayog nin e yar ri ni wod ni baarai ko re  
14 m'ag nei.

15 ARTICLE 3. YAR RI NI NGANIN: MINI ZILNEG PULWON

16 Bai ko re m'ag nei ni rayog ni purui nag e galiraba' i gidii nei nga  
17 ra zilyegau pulwon e gibinau nei kongiyal ni naganin yaran e marvel ko gi  
18 binau nei, ni aram e Government e ir rok' e rayog ni turugui minin e yar  
19 ko marvel ko fangi binu ni kutaareb numingin napan ko binei e m'ag nge  
20 pin'en ni ngani rin ri, kemos ni pulwon e marvel ko binau nge tini yibe  
21 fek ban'en ri e yira purui nag ngani zilyeg, nga ni purui nag reb e pulwon  
22 ni fen reb e ragag (10) e duw. Rogon i pingeg ngani fansi e binei e  
23 yalen e dabisiy ni langin mereb-i-ragag (90) eraran ma yoloy e Govern-  
24 ment e babiyor nge yog ngak Lessor ni baadag ni naganin e yar ko marvel ko  
25 fangi binau, maaram nge chag e gali raba' i gidii nem ngara purui nag  
26 tolingin pulwon e binau ni nge yan i ni wod rogon ni baarai ko ARTICLE  
27 5 ko re m'ag nei. Manapan ni gak e gali raba i gidii nei ngara purui  
28 gou me taareb e zin rorou ngara dugiliyeu reb pulwon ni ba magan rou ngai,  
29 maaram ma ra purui nag nga ra ngaongoliy babiyoren re pulwon e binau ni  
30 karog nge dachug ko re m'ag nem. Ma faan ra purui gou ma de t'areb e  
31 lem rorou nga reb e pulwon, maaram nge mad e re m'ag nei ko rofen ni  
32 June 30, 1983.

33 ARTICLE 4. PAN E MARWEL KO BINAU

1 Mit i n'en ni baarai e ir a nge rin e Government:-

2 (a) nge sumeg mepar nga i ngongoliy ba marwel ko bilmalang ara  
3 sumeg e misin ko bil war nga bung rogon ni pilyeg e war ko wayang ko fangi  
4 Premises nga pi ni chuway ko yoor ara i fanai e Government rok'.

5 ARTICLE 5. PULWON E BINAU

6 Bam'ag u wan e Government ni nge pi' pulwon e binau ko Lessor ni  
7 salpiy nu Mariken u napan e bai re m'ag nei u but' ni wod ni kani tai ko  
8 re m'ag nei:

9 a) Bini Sobut E Pulwon U Reb E Duw: Pulwon e marwel ni yaratai ko fangi  
10 Premises u reb e duw e raa'i-nge-rili (\$120.00) u reb e duw; ma

11 b) Rebe Pulwon: Bai reb e pulwon ni regag-nge-lal (\$0.15) sen reb e  
12 cubic yard ni rapi e Government ni pulwon e but' ara war ara wayang ni  
13 chuweg be' u daken fangi Premises.

14 ARTICLE 6. PULWON NI NGANI PI; GINI NGANI PI' PULWON RI

15 Napan ni fanai re m'ag nei, ma aram nge pi' e Government ko Lessor  
16 raa'i-nge-rili (\$120.00) e dola ni aram e pulwon e binau ni tabab ko  
17 July 1st, 1973 nge yan i tau ko June 30, 1974. Ma aram e napan kabai re  
18 m'ag nei u but' e dabisiy ni nge yan ni July 1st u reb e duw ma kapi' e  
19 Government raa'i-nge-rili (\$120.00) e dola u m'on ko July 1st u reb ngu  
20 reb e duw.

21 Pulwon e but' malang, war ara wayang ni yibe fek e ngani sumer nag  
22 ko reb e Quarter nge reb nge pi' e Government ko Lessor ko rofen ni  
23 taareb fen pul ko January, April, July nge October u napan e re m'ag nei.  
24 Ma rofen ni October 1, 1973 e ratahab e binei e pulwon.

25 Gubin e pulwon ni ngani pi' ku Lessor ara cha' ni keturugui ni nge  
26 fek, ni bai babyoren ni ke ngongoliy Lessor nge pi' ke gin'en ni beer:

27 District Finance Officer  
28 Office of the District Administrator  
29 Colonia, Yap District 96943.

29 ARTICLE 7. BABIYOR RI

30 District Public Works Office u Colonia e ir nga i ngongoli rogon  
31 babyoren e marwel ni yibe tai ko fangi Premises nge par nibafel rogon  
32 ni rab Lessor ara cha' ni ke ngongoliy babyoren ni nge silyeg mara yog  
33 nib i lekag e pi babyor nem, u napan e ngiyal ni baarai ni bai e marwel

1 ri, re babiyor nem dabisiy ni nge moi a rofen ni fek but', war, malang,  
2 wayng ko fangi Premises ni bai pulwon ni wod ni yiba yog ko Article 5 (b)  
3 ko re m'ag nei, ma be m'ug oren tini fek, nge gini basor ngai, nge sine  
4 rok' e cha' ni pi', ma ku dabisiy ni nge m'ug ko ni pi' ni fanai g yoor  
5 ara Government. Rareb e pulwon ni ngani pi' u reb e Quarter, mazingari  
6 pi' e Government babiyoren ni be m'ug ri ni ke sayen District Director  
7 of Public Works ngai ke micheg e tinifek ban'en ko fangi Premises, ma bai  
8 babiyoren ban'en ni fek ri nge oren pulwon ni ra a'u bini bayib e  
9 Quarter.

10 ARTICLE 8. GI PREMISES NI YIRA PI KU BE'

11 Kani pi' mat'wen e Government ni rapi' e gi Premises nei ku be' nge  
12 marweliy e tini baarai ni kani pi' mat'wen ko Government machane tini bai  
13 ni nge rin e Government e dabisiy ni facha' ni kani pi' e marwel ngak e  
14 nge ngongoliy fapi n'en ni nge rin e Government u langin re m'ag nei,  
15 machane dabisiy ni ra yog Lessor e kafel ngai u m'on ni nge zap e marwel  
16 nga pa' be'. Rayog ni pi' e Government e gi Premises nei ni nge marweliy  
17 be' pi' marwel ni baarai ni kani pi' mat'wen e Government ni nge rin,  
18 kemos ni manga dani fal e rin ri ko Lessor u m'on nga yog e kafel ngai,  
19 ma aram e razang Lessor nge maz e re m'ag nei.

20 ARTICLE 9. MARWEL NI NGANI TAI KO PREMISES

21 Rofen ni fanai e binei e m'ag e aram e rofen ni nge tabab e Govern-  
22 ment ko marwel u daken fangi Premises ni yad fek e misin nga ngongolen e  
23 foog nge bil war nga daken fangi Premises.

24 ARTICLE 10. ROGON E MARWEL U DAKEN E GI PREMISES NEY NGE ROGON E NEN NI  
25 RAUN RIN NGAY

26 Napan e biney e m'ag ma Government e bay matwen nge gelingin ni ra  
27 yog ni nge rin e tin baray nge but'; (1) ra toy e ofis rok nga daken e  
28 ge but' ney; (2) tang ni yira yoroxiy; (3) nge ku ba tank ko ran. Ma  
29 fanra ku bay boch banen ni dariy u langin e biney e m'ag nab adag e  
30 Government ni nge ngongoliy u daken e gi Premises ney ma ra yog ko  
31 Lessor u babiyor u mon ko marwel. Ma gobin banen ni bay u daken e gi  
32 but' ney ma ba wil suson ko Government u napan e biney e m'ag. Ma be  
33 micheg e Government ni nga i faleg rogon e gi but' ney nab fal rogon

1 ma bamatau u napan e biney e m'ag.

2 ARTICLE 11: DONMACH FA BOCH BANEN NI RA CHOB

3 Darily ba mite donmach fa banen ni rachob ni ran tay nga daken e  
4 gi Premises ney. Fanra nga ni chubeg e donmach u daken e gi Premises ney  
5 nab serfan ko marwel rok e Government ma rayog machane dab u ni charey u  
6 daken e gi Premises ney. Napan ni ra may e marwel ma urungin mit a dem-  
7 mach ni un marwel ngay ma thangri chuw u daken e gi Premises ney.

8 ARTICLE: 12 URUNGIN TATLIN E MARWEL

9 Urungin tatlin e marwel rok e Government ni bay u daken e gi  
10 Premises ney ma rib nil fan ngak u ngalan e biney e m'ag manapan ni  
11 ranay e biney e m'ag ma rayog ni nge chuvel tatlin e marwel rok u daken  
12 e gi Premises ney.

13 Tatlin e marwel ni be mug u langin e biney e m'ag e urungin banen  
14 nab ser fan ko guruy ney e marwel ni aram e kanog e Rock Quarry ngay.  
15 Ma Government e der tafiney nag ni nge thilyeg fa nge yin' baney ko  
16 biney e m'ag ni darily u langin.

17 Naun nge ku boch banen ni ngongolen e Government ni bay u daken e  
18 gi Premises ney e rib nil fan ngak u ngalan e biney e m'ag fanapan ni  
19 ka ninuw nag napan e marwel. Ma kuboch banen ni kimoy u daken e gibinau  
20 ney e dabiyog ni ngan chuweg u napan ni kemay e biney e mag ni dab nog  
21 ko Lessor ni wod ni be yog u langin e Article 3 ko biney e m'ag.

22 ARTICLE 13. GAPAS U LANGIN E BINEY E M'AG

23 Ma Lessor e be micheg u langin e biney e m'ag ni ir e tafan e gi  
24 binau ney ma ku'er rogon ni ir ouchen urungin e girdii, ma Government  
25 e nga i par ma be marwel u daken e gi Premises ney nab fal rogon ni be  
26 par u fithik e gapas u ngalan e biney e mag ma ku'er rogon ni fanmanga  
27 kuyira nuw nag napan e biney e m'ag ma ri darily banen ni rabuch buch  
28 u puluon.

29 ARTICLE 14. ROGON E AN TAPEN E BINAU

30 Be micheg e Lessor ni darily banen ni ra buch fa kireb ngak e  
31 Government u warangaen e gibinau ney ni be marwel u daken ma kudariy  
32 banen fa ba toguplu ni rayib ngak u daken reb e kaobul ni wod rogon nab  
33 m'ag ma fa fal rogon ko binu waab e yalan.

1 ARTICLE 15. BA MIL FAN URUNGIN BANEN NI RA KIREB FA BANEN NI RAN MAD-  
2 AA'DAD NGAY NGAK

3 Ma Lessor e dabi lag babug i thin ngak fa banen ni ra kireb ngak  
4 u daken e gi Premises nem fa ba ni ke madaa'dad fa bug i thin ya kemos  
5 ni Government e ba mil fan urungin banen ngak u napan nge ngalem e biney  
6 e m'ag. Ma Government e bay i tay e motochiel nge pii gelingin nab  
7 falrogon ni wod ni be yog ko Title 1, Chapter 5 of the Trust Territory  
8 Code (1970), ni wod rogon ni be mug u babiyor.

9 ARTICLE 16. BABIOREN

10 Urungin banen ni ra buch buch fa ngan thiley u langin e biney e  
11 m'ag ma yigoo' ngani pi' babiyoren ko pi' ofis nibaaray fithingrad nga  
12 but' ni yira pi' ni Registered Air Mail ni ku bay urungin puluon riy:

13 Ma namba ko Am

14 The High Commissioner  
15 Trust Territory of the Pacific Islands  
Saipan, Mariana Islands 96950

16 nge

17 District Administrator  
18 Trust Territory of the Pacific Islands  
Yap District 96943

19 Ma Lessor

20 Figiras  
21 The Rull Municipal Building  
Balabat Village  
Yap Islands 96943

22 nge

23 Chairman,  
24 Resources Control Committee of Rull  
25 The Rull Municipal Building  
Balabat Village  
26 Yap Islands 96943

27 ARTICLE 17. NGE MAI E BINEY E M'AG NI KIREB ROK E GOVERNMENT

28 Fanra thileg fa detau rogon e marwal rok e Government nga rogon ni  
29 be yog u langin e biney e m'ag ma arame ra yoloy e Lessor bangi babiyor  
30 nge pi' ko Government ni bay urungin banen ni detau nga rogon ni bay u  
31 langin e re m'ag ney ma fanra de fol e Government ko tin baaray ni  
32 keyog e Lessor u lan 30 e raran ma arame rayog ni nga yog e Government  
33 u babiyor ko Lessor ko ngiyal ni ra madaa ngay ma ke yog ni nge fol ko

1 biney e m'ag, ma fanra ku da tau rogon e marwel rok e Government nga  
2 tagil ma rayog ni nge taleg e Lessor e Government ko marwal u daken e  
3 gi Premises ney.

4 Ma ngiyal ni ratau e babiyor ko Government ni nge tal ko marwal u  
5 daken e gi Premises ney ma'thangri tal ni susun a aram rogon ni'nog ko  
6 toomon ni aram e rofen ni nge tal fa kenos e marwal rok u daken e gi  
7 Premises nem.

8 ARTICLE 18. TAX NGE KU BOCH BANEN NAB SOR PAN KO SALPIY U DAKEN E GI  
9 BINAU NEM

10 Government a be micheg ni ra pi' pulwon e tax ko gi binau nem nge  
11 gamig nge ku boch banen fa reb o salpiy ni nga kunpi' ni bochan e gi  
12 Premises nem fa naun ni kantoy nga daken e gi binau nem u ngalan e biney  
13 e m'ag.

14 ARTICLE 19. MICH NGA PAA'

15 Fanra ku be marwal e Government u daken e gi Premises ney u tomren  
16 e biney e m'ag fongalan ni dab ki marwal riy ma kabe marwal ma rayog ni  
17 nge yoloy e Lessor e babiyor nga yan ngak ni nge tal u lan 30 i raran.

18 ARTICLE 20. NGE TAL E GOVERNMENT KO MARWEL

19 Denturug e ngiyal ma rayog ni nge tale Government ko marwal u daken  
20 e gi Premises ney fa ki nuw nag napan e biney e m'ag ni arame ra pi' bab-  
21 iyoren ko Lessor u mon ko 180 e rarran ni dawor i tal e Governmant ko  
22 marwal. Ma ku arrogon ni beyog u langin e Article 6 ni napan reb e  
23 Quarter nge mon minog ni nge tal e Government ko marwal, napan ni ra  
24 tal e Government ko marwal u daken e gi Premises ney ma yogoo' kepi'  
25 pulwon urungin banen nab sor fan ko gi binau nem, ma kerin urungin  
26 banen ni bay u langin e biney e m'ag.

27 ARTICLE 21. MALANG KO YAM

28 Kani micheg u langin e biney e m'ag ni napan ni be marwal e Govern-  
29 ment u daken e gi Premises ney ma ra pureg rebo malang ko yam ma thangri  
30 yog ko Lessor nab papay. Ma Lessor e changri chuag e re fa pi' malang ko  
31 yam nab papay. Ma napan ni yira pateg malangan e yam u daken e gi  
32 Premises ney u napan e marwal ma dariy banen ni ra buch riy ko Govern-  
33 ment fa thilyag bang ko biney e m'ag. Ma ra kireb nag fa gothoy reb o

1 malang ko yam ma ra pi' pulwon ni wod rogon nab mataw machane nga i par  
2 ma be muruwel u daken e gi Premises ney ni dabi kireb fa buch banen u  
3 pulwon.

4 ARTICLE 22. WOLDUG NI YIRA LII'

5 Ma Lessor e ba mich u war' ni fanra mogoth banen u daken e gi binau  
6 nem ni aram a woldug fa kuboch banen u ngalan e biney e m'ag min pi'  
7 ko Lessor \$20.00 ni pulwon e woldug nge gekii' ni bay u daken e gi  
8 Premises ney, ni arame biney e pulwon e bafan ko urungin banen ni ra mog-  
9 oth u daken e gi Premises ney.

10 ARTICLE 23. ROGON E MOTOCHIEL NI BE MURWEL

11 Thin ni bai u langin e biney e m'ag e riba tomilang ni ba nom i  
12 nang fan ni gathi be togoplu ko Government fa Lessor. Ya thin ni bai  
13 u langin e re mag ney e bai u tangin e motochiel ko Trust Territory of  
14 the Pacific Islands.

15 ARTICLE 24. AUCHEN E GOVERNMENT

16 Auchen e Government ni be mug u langin e biney e m'ag e District  
17 Administrator, Yap District, ara reb e kayog High Commissioner bee ni nge  
18 mang auchen u langin e babiyor.

19 ARTICLE 25. KE FAL ROGON E BINEY E MAG

20 Biney e mag e bai urungin banen riy ni thangr ni rin u langin e  
21 marwel nge ku rarogon e motochiel ngemorngaag u thilin e galicha ney.  
22 Urungin e tiney ma yitoo' ba sorfan ko gi Premises nab aray ni yibe  
23 weliy maarangaan' ma ku dariy banen ko biney e mag ni nge thil ni dab ni  
24 yoloy nga babiyor.

25 ARTICLE 26. BA CHADUG E BINEY E M'AG

26 Tiney e motochiel e thin ni be yib nga langin e biney e m'ag ko  
27 munliw fa facha ni auchen bagyou faglichia.

28 ARTICLE 27. SULUEG E GI BINAU NEY

29 Napan ni ra may e biney e m'ag u thilin e galrabaa i girdii ney ma  
30 Government e nge (1) faleg rogon e babiyor ko gi binau ney nge foleg  
31 tolingin ni wod rogon ni baadag e Lessor, (2) nga pag e gi Premises ney  
32 nab kilin ma bafal rogon (3) fa dangaa' ni gomanga kubay boch banen ni  
33 ra pag u daken e gibinau nem ni fan manga baadag e Lessor ma kuba fal ko

1 biney e m'ag, machana Government e dabki yin boch e but nge daken e gi  
2 Premises nem ni ngaki suguy.

3 BAMICH, galicha ni baaray e kara nicheg u roy ni kara sien gow ko  
4 rarran nge duw ni kani yoloy aray nge non.

6 LESSOR GOVERNMENT OF THE  
7 TRUST TERRITORY OF THE PACIFIC ISLANDS

8 Figiras Charen: Wm. K. Zachary  
9 Figiras Wyman K. Zachary  
10 Director, Resources & Development  
11 Nov. 6, 1973

\*\*\*\*\*

12 NICH NAB RIYUL

13 TRUST TERRITORY OF THE PACIFIC ISLANDS)  
14 YAP DISTRICT ) ss

15 Rofen ni B.H. ko pul ni September, 1973 me mug  
16 fithangan e Lessor ni gumanang ni ir e bay fithangan u langin e biney  
17 e m'ag me saien ko re m'ag ney nab adag ma fal rogon.

18 GINEY E MICH RIY, ni kagu tay paag nga daken nge pow rog.

19  
20 Charen: James Mathie  
21 Clerk of Courts  
Yap District

22 \*\*\*\*\*

23 MICH KO MATHILIEG THIN

24 I gar Edward Fitlog, Realty Specialist ni gubta marvel u Yap  
25 District Office ko Land Management, ni gube nicheg ni bin baaray ni  
26 kani weliy e mag e ni faleg u pe' aucheg ni faleg e Lessor; ma gag e  
27 kare mus mus rogog riy ni kagu pileg e pi thin ney ni thin nu English  
28 ko thin nu Waab, ma gag e ri ku ba fal rogon ni gumanang e gali thin  
29 ney, ma ku er rogon ni kugu fulueg urungin e duwer ni fith e Lessor  
30 ngog ma ku er rogon ni yog e Lessor ngog ni ke nang fan urungin banen  
31 ni bay u langin e biney e m'ag, ma faleg rogon nge sayin ko re m'ag  
32 ney nab fal ko tafiney rok.

33 GINEY E MICH RIY, ni kagu sien ko rofen ni September 4, 1973.

Edward Fitlog  
Edward Fitlog

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KE MATAW U LANIGAN E  
DIVISION OF LANDS & SURVEYS

KE MATAW U LANIGAN E DISTRICT  
OFFICE OF LAND MANAGEMENT

Charen: Kozo Yamada  
Kozo Yamada  
Chief, Lands & Surveys

Charen: Michael H. Allen  
Michael H. Allen  
District Land Management Officer

Raran: Oct 26, 1973

Raran: SEPTEMBER 14, 1973

KE MATAW BABIYOREN

KE MATAW U LANIGAN E AM NU YAP DISTRICT

Charen: Richard I. Miyamoto  
Richard I. Miyamoto  
Attorney General

Charen: Leonard Q. Aguirre  
Leonard Q. Aguirre  
District Administrator

Raran: 10/25/73

Raran: September 21, 1973

KE MATAW U LANIGAN E  
DISTRICT PUBLIC WORKS

KE MATAW U LANIGAN E RESOURCES CONTROL  
COMMITTEE OF RULL

Charen: Marcelino Melairai  
Marcelino Melairai  
District Director  
of Public Works

Charen: Margog  
Margog  
Chairman

Raran: 9/18/73

Raran: 7/2/73

\*\*\*\*\*

MARNGAAGEN NI KANI YOLOY E BINEY E M' AG

Kan chibgly ko reka babiyo ney Vol. 1, ko ngin ni 76  
ko ngiyal 2:30 A.M./P.M. ko raran ni 21st ko pul ni  
November, 1973.

Jose Shifan  
Clerk of Courts  
Yap District



check 45

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : District Finance Officer, Yap  
FROM : District Land Management Officer, Yap  
SUBJECT: Lease Payment for Fedoor Rock Quarry

DATE: January 31, 1975  
Serial: LMY 0812

As per the Terms of TT Contract No. 174-33, Lease of Private Land for Quarrying Purposes, Fedoor Village, Yap District, advance payment for yearly rental is required.

In reviewing my file on the subject I find that payment for the period July 1, 1974 thru June 30, 1975 has not been made.

As the Government is now in breach of the contract it is imperative that this payment be made immediately.

Accordingly will you please prepare a check payable to Figirag in the amount of \$120.00 drawn on the appropriate District Public Works Account.

Please forward this check to the District Land Management Office for disbursement to the lessee.

*Michael H. Allen*  
Michael H. Allen  
District Land Management Officer, Yap

RECEIVED  
FEB. 4 1975  
*mm*

Yap 0047

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : District Finance Officer, Yap

DATE: Nov. 20, 1974

FROM : District Director, Public Works, Yap

SUBJECT: Payment for Fedoor Quarry Materials

Please make a check in the amount of \$59.40 payable to Mr. Figirag as a severance fee for third quarter of this year for the use of Fedoor Quarry as it is prescribed in the agreement between Mr. Figirag, land owner, and the Government. This severance fee is based on \$ .15-per cubic yard of materials taken out from quarry and during the third quarter we took-out a total of 396 cubic yards of aggregate from the site.

There was no payment made to the land owner for the First and Second quarter of this year because there was no materials taken out from the site during those two periods. Our operation at the quarry started on late July and first materials released from the site was on August 7, 1974.

For the 396 cubic yard of aggregate we took out from the site during third quarter we are submitting Materials Release Authorization numbering from 001 to 0080 as proof. Numbering for Material Release Authorization for Fourth quarter will begin from 0081.

  
Marcelino Melairei

cc: Land Management Officer, Yap  
Micronesia Legal Service, Yap  
Rull Municipal Office, Yap  
Mr. Figirag, Land Owner, Fedoor Quarry  
Rull Municipal Office, Yap

RECEIVED  
NOV 21 1974

Yap 0047

AW OFFICES OF  
**FONESIAN LEGAL SERVICES CORPORATION**  
 ATTORNEYS AND MICRONESIAN COUNSELORS  
 CARE ADDRESS MICROLEX

THEODORE R MITCHELL  
 EXECUTIVE DIRECTOR  
 EDWARD C BING  
 DEPUTY DIRECTOR  
 LARRY R. HARRIS  
 VICE PRESIDENT  
 LARRY J. HERRICK  
 VICE PRESIDENT  
 WENDY L. HILL  
 SECRETARY  
 DANIEL AQUINO  
 HANLEY J. BARRY, III  
 ALAN B. BURDICK  
 DELSON ELMERS  
 ANDREW FOURNAD  
 FELIX FYFAL  
 HERMAN A. JACK  
 JAMES KADICKY  
 JAMES L. LANE  
 ALAN W. NEWMAN  
 JOHN W. REEDER  
 J. G. WILSON  
 JAMES W. WILSON  
 WALTER W. WILSON  
 ALBERT W. WILSON  
 MICHAEL J. WILSON  
 THOMAS W. WILSON  
 HARRY WILSON  
 SAMUEL WITHERS, III

CENTRAL OFFICE  
 POST OFFICE BOX 882  
 KAPPA HARBOR ISLANDS 96966  
 TELEPHONE 4228  
 PALLAS OFFICE  
 POST OFFICE BOX 11  
 GEORGE TALKU  
 WESTERN CAROLINE ISLANDS 96940  
 MARSHALLS OFFICE  
 POST OFFICE BOX 378  
 MARSHALLS  
 MARSHALL ISLANDS 96960  
 TRUK OFFICE  
 POST OFFICE BOX 8  
 MOEN TRUK  
 EASTERN CAROLINE ISLANDS 96962  
 PUNANG OFFICE  
 POST OFFICE BOX 128  
 MOEN PUNANG  
 EASTERN CAROLINE ISLANDS 96941  
 MANUAS OFFICE  
 POST OFFICE BOX 228  
 MANUAS MANUAS ISLANDS 96968  
 TELEPHONE 4243  
 YAP OFFICE  
 POST OFFICE BOX 808  
 COLUMBIA YAP  
 WESTERN CAROLINE ISLANDS 96943  
 REPLY VIA AIR MAIL TO Yap Office

November 19, 1974

Mr. Marcelino Melairei  
 District Director of Public Works  
 Colonia, Yap  
 Western Caroline Islands 96943

Reference: Fedoor Quarry Site  
 T.T. Contract #174-33

Dear Mr. Melairei:

My understanding is that pursuant to the contract for the Quarry, certain royalty payments are due to be paid on a quarterly basis to the landowner Figirag.

Such a payment was due on October 1, 1974, and it is my further understanding that such payment has not yet been made by the Trust Territory Government.

Mike Allen has advised me that I should contact your office to expedite such payment, and that is the purpose of this letter to you. I would appreciate whatever you can to process this payment which is due Figirag, and advising me of what is happening.

Sincerely,  
*Richard S. Ross*  
 Richard S. Ross  
 Attorney

xc: Mike Allen ✓



Yap ~~0047~~ 0047

STION.....011  
INFO.....17/00  
INFO.....A

ZCZC SHA006CZC Y50069/027/ SHA ZCZC NYA20/27EN  
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FM DISTAD YAP CAROLINE ISLANDS  
TO NICOINTERPACIS SAIPA MARIANAS ISLANDS  
BT  
PASS TO DIR/FIN AND WOLF. ANNUAL PAYMENT FOR REDDOR DOCK  
CHERRY SITE IS DUE FOR PERIOD JULY 1, 1974 THRU JUNE 30, 1975  
PLEASE PROCESS PAYMENT. DLND STOPS.  
BT

DDDC

DIVISION OF LANDS AND SURVEYS  
RECORDED  
DISPATCHED 4434

Yap 0047

~~178745~~

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

TO : District Land Management Officer, Yap District      DATE: July 1, 1974  
 Serial: LS13910  
 File: 178.70.5

FROM : Chief, Lands and Surveys      YAP 0047 ✓  
 YAP 0058  
 YAP 0064

SUBJECT: (a) Don R. Cowell's "Appraisal Report covering Real Property Required for the Yap Water and Sewer Project, Yap District"

(b) Don R. Cowell's "Counseling Report covering Rull and Tomil Airport Sites and Rock Quarry Site, Yap District"

Enclosed are one set of subject (a) and one copy of subject (b) for your office. Please acknowledge receipt of these reports by returning a signed copy of this memorandum.

*Kozo Yasuda*  
 Kozo Yasuda

Enclosures: n/s

Appraisal Report received: *Michael H. Allen* 7/5/74

Counseling Report received: *Michael H. Allen* 7/5/74



Chief, Lands and Surveys

June 5, 1974  
Serial No. LMO-0736

Acting District Land Management Officer, Tap

Receipt of rent Payments Tap, Quarry Site

Attached for your records are copies of receipts of lease rental payment made to the Lessor under the Tap Quarry Site Lease Agreement for the July 1, 1973-June 30, 1974 period.

*H. O. Tamm*  
Harold O. Tamm

Attachments:  
one

Chief Accounting and Finance  
District Finance  
Casper  
File



*Chief. Kanda & Survey*

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

RECEIPT OF LEASE AGREEMENT:

I Figirag do hereby acknowledge receipt of the Trust Territory Check No:66029 dated March 21, 1974 and the sum of \$140.00 dollars (One hundred and forty dollars) as provided therein, as rent payment for the period of one year lease under the lease agreement dated July 1, 1973 wherein I Mr, Figirag leased to the Trust Territory Government land used for the Quarry site.

*Figirag*

GRANTOR

I gag Figirag e gube micheg ni kezap bang i check ngog ni namba riye 66029 ma bay fene pul riy ni March 21, 1974 ma orene salpiy ni bay riye \$140.00 (Rasy nge aningegi ragag e dola) ni bod rogn ni bay riy ni pulwon taarebe duw ma kuer ri tay ni bod rogon ni bay u lan fare m'ag ni tay ko July 1, 1973 ni gag Figirag e kagupii bang i binau ni nge marwele AM ngay ni ngaumi ker ker ngani fek e war riy ni nge fanay e AM.

Signed this *23* day of *may* 1974

We, the undersigned witnesses hereby certify that the above named lessor signature was subscribed in our presence on the day and year above written, that the subscriber of the above signature or mark is personally known to us, that we personally saw said subscriber affix said signature or mark that we personally saw said subscriber receive the above check numbered for the amount stated herein.

Camou, e galicha' ni gamou ba micheg ere kagu sayin gou ier nga butni cha' ni beer fizingan nga lang e er e cha' ni sayin rok e beer nga lang ma sayin ni tay e gamou bay me sayin ara tay e pou ni nge mang sayin rok. Ma ri guyeu ni sayin me taye re pou nir me fek e gi check ko salpiy nir ni beer e namba riy nga lang, ma kuer orene salpiy ni bay riy.

*John Pang*

*5/23/74*  
Date

Date

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : Acting Director of Public Works  
Thru : District Administrator  
FROM : District Land Management Officer

DATE: December 6, 1973  
Serial: LMY0676

SUBJECT: Commencement of Quarrying Operation, Fedoor Village Quarry Site

The lease agreement for the Fedoor Quarry site has been finally executed and you may now enter the site and use it per the terms of the agreement dated July 1, 1973. A copy of the final agreement is attached.

The District Surveyor has flagged all corners of Tract 50060 and you are requested to observe scrupulously the boundaries of the site. You will note as shown on drawing 5002/73, the site is surrounded by graves. These graves must not be disturbed. In addition, as stated in Article 21 of the agreement, if any graves are located within Tract 50060, they must be preserved until the lessors have disposed of them.

You are requested to contact Kuguy of the Micronesian Legal Services Office to discuss the substance of Article 7: Records. The agreement requires the maintenance of accurate records which will be used to pay the landowner his quarterly severance fee. MLSC has asked on behalf of their client that they be allowed to review your record keeping procedures before operation of the quarry begins. The request is reasonable and will help insure that any future disputes over the records may be avoided. Please advise me by memorandum, of the date and details of your meeting with Kuguy for my records. It is most desirable that this meeting and agreement on record procedures be accomplished before any materials are removed from the site.

My office will insure that the annual site rental payments are made to the lessor, but it is the responsibility of your office to insure that the payments for the quarterly severance fee are processed in a timely fashion. Please begin by advising the lessor at his address specified on page 6 of the agreement that there will be no payment for the first quarter of Fiscal Year 1974 as there was no quarry operation during that period.

I would appreciate being advised of any problems or disputes which occur as a result of governmental activity on the site.

*Michael H. Allen*  
Michael H. Allen

cc: District Attorney  
Chief, Lands & Surveys



178.74.5



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

In reply refer to:

Land Management  
Serial: LMV0665

November 14, 1973

Al Snyder  
Micronesian Legal Services Corporation  
Yap Office

Dear Al,

Attached please find the original and 3 copies of the English version of the Fedoor Quarry lease agreement. Attached also are self explanatory letters concerning the agreement from the Chief, Lands and Surveys and the Attorney General.

Could you have your client initial the agreements as noted in the A.G.'s letter and then return to this office for filing with the Clerk of Courts.

Upon receipt of the initialed agreements I will notify the District Director of Public Works that he may proceed to work the site. We will also begin to process the necessary payments and I will request the Director of Public Works to arrange to meet with you to discuss his methods of record keeping to insure that they will be satisfactory to the Lessor.

Sincerely yours,

*Michael H. Allen*

Michael H. Allen

cc: Chief, Lands & Surveys ✓



Yap 0047

*[Handwritten Signature]*  
 DPACT, Inc

For : District Administrator, Top District  
 District Land Management Office  
 Chief, Lands and Surveys

NOV 8 1972  
 DISTRICT LAND MANAGEMENT OFFICE

Issue of Private Lands for Quarrying Purposes, Pudur Villages,  
 Top District, Top District, by the Trust Territory Government  
 T.T. Contract No. 174-22

Returned herewith are the original and three (3) copies each of the English and Thosa language versions of the Pudur Rock Quarry Lease agreement which has been (1) approved for the Division of Lands and Surveys, (2) approved as to form by the Attorney General and (3) executed on behalf of the Trust Territory Government by Sasa Wanda, Acting Director, Resources and Development.

Also, enclosed is a copy of memorandum dated October 16, 1972, from the Attorney General. Please note the contents of the enclosed paragraph which requests that the portions of the agreement which have been changed or deleted should be initialed by the Lessee. Such has already been initialed by the Government's representative.

Upon completion of the above, the agreement should be executed with the Clerk of Courts, Top District. Please return a fully executed and recorded copy of the agreement to this office for our files.

Sasa Wanda

Enclosures: 2/3

cc: District Land Management Office, Top District

ROUTING	
AC	
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ED	
PA	
PERS	
PW	
RD	
TC	
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TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the High Commissioner, Saipan

TO : Chief, Lands and Surveys

DATE: 10/16/73

FROM : Attorney General

SUBJECT: Lease of Private Lands for Quarrying Purposes,  
Fedoor Village, Yap Island, Yap District, by  
the Trust Territory Government

Enclosed and returned herewith are the original and three (3) copies each of the English and Yapese language versions of the above-referenced lease. Since we are aware of the reluctance of the District Land Management Officer to approach the Lessor with a revised agreement for signature and since Article 20 of the Lease provides for termination thereof by the Government at anytime, we have given our approval to the form of the Lease despite the potential problems hereinafter noted.

The portions of the agreement which have been changed or deleted should at some future time be initialed by both the Lessor and the Yap District Administrator. We refer specifically to the following lines:

- (a) Line 2, page 4;
- (b) Lines 16 and 17, page 5;
- (c) Lines 23 and 29, page 8;
- (d) Lines 27 and 28, page 9;

We interpret Article 22 to mean that the Government will pay to the Lessor for trees and crops a total consideration of only \$20,00, regardless of the number of trees and crops growing on the premises at the commencement of the lease.

We recommend that all future contracts and leases contain a provision that the English language version will prevail over the local language version in the case of a conflict between the two versions. We note that Article 23 of the Lease lacks such a provision.

*Richard I. Miyamoto*  
Richard I. Miyamoto

Enclosures

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



*Mr. Paalt*



## TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : Chief, Lands & Surveys  
Thru : District Administrator  
FROM : District Land Management Officer

DATE: September 24, 1973  
Serial: LMY0652

SUBJECT: Quarry Site Lease Agreement, Fedoor Village, Yap

Enclosed herewith are executed copies of the Fedoor Village Quarry Site Lease Agreement. Included are 4 copies in English and 4 copies in a Yappese Language version.

In his letter of April 17, 1973 the Assistant Chief, Lands & Surveys recommended against the execution of an agreement as restrictive in scope as the included agreement presently is. We found however, we had little choice with respect to these negotiations. Spokesman for the landowner indicated their demands were "non negotiable" and if unacceptable to the Government, we could find another site. With no known optional sites available, we feel we have little choice but to take this agreement as is. The Fedoor site has the additional advantage of being in the immediate vicinity of the Yap Airfield where it was anticipated some of its material would be used.

The District Director of Public Works has assured me that he can operate the quarry under the restrictions imposed.

I indicated in my radio conference with Mr. Emmett Rice on September 20 that we had prepared the agreement and obtained the signatures of the landowner prior to our receipt of the new Section 485.1 of the Manual of Administration, and that I was reluctant to approach the landowner with yet another revised agreement for his signature, even though nothing of substance affecting him would be changed. Mr. Rice indicated the agreement could be completed as prepared and suggested I forward it to you.

Accordingly the Fedoor Lease Agreement is transmitted for your action.

*Michael H. Allen*

Michael H. Allen

Enclosures: 8 copies LEASE OF PRIVATE LAND FOR QUARRYING PURPOSES  
FEDOOR VILLAGE, YAP ISLAND



September 26, 1973

Serial:LS12873

File:170:02-3 Yap 0047  
178.21.5

Mr. Albert Snyder  
Attorney at Law  
Micronesian Legal Services Corporation  
Post Office Box 206  
Colonis, Yap  
Western Caroline Islands 96943

Dear Mr. Snyder:

Thank you for your letter of September 13, 1973, and for your most favorable comments relative to the present Yap District Land Management Officer.

I want to take this opportunity to personally reextend the invitation verbalized by Mr. Rice at the Rull meeting in August, 1973, for review by this office of any instances of Government "abuse, misrepresentation, and unfairness in the face of the people's then inability to deal with the Government from a position of bargaining strength" as indicated in your letter.

If I find that such has indeed taken place I shall immediately inform the District Administrator and the High Commissioner so that one may take such remedial action as is determined to be necessary.

It has always been the policy of the Administration to deal fairly with all private citizens. In keeping with this policy the Administration would certainly wish to know if unfairness has been present.

Please feel free to write to me at any time.

Yours very truly,

Kene Yamada  
Chief, Division of Lands and Surveys

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TELEPHONE 8422

PAJULU OFFICE  
POST OFFICE BOX 57  
SOMER, PAJULU  
WESTERN CAROLINE ISLANDS 96940

MARSHALLS OFFICE  
POST OFFICE BOX 275  
MAJURO  
MARSHALL ISLANDS 96960

TRUK OFFICE  
POST OFFICE BOX D  
MOEN TRUK  
EASTERN CAROLINE ISLANDS 96942

ROMANA OFFICE  
POST OFFICE BOX 129  
SOLONGA, ROMANA  
WESTERN CAROLINE ISLANDS 96941

MARIANAS OFFICE  
POST OFFICE BOX 228  
SAURA, MARIANAS ISLANDS 96960  
TELEPHONE 8443

SNP OFFICE  
POST OFFICE BOX 104  
COLONGA, SNP  
WESTERN CAROLINE ISLANDS 96943

REPLY VIA AIR MAIL TO Yap Office

September 13, 1973



Mr. Kozo Yamada  
Chief, Lands and Surveys  
Trust Territory Government  
Saipan, Mariana Islands 96950

Dear Kozo:

I have been asked by the Resources Control Committee of Rull and Magistrate of Rull to express their feelings concerning past and future Government negotiations for Government use of Rull land.

Recently an agreement was executed by Rull parties for Government quarry rights. That transaction was the result of long and deliberate negotiations by the authorities of Rull and the Land Management Officer. The negotiations were direct, above-board, without pressure and fair. The Land Management Officer is to be commended for his patience and fairness in the transaction. The hope is that the quarry negotiations can be a model for all future land transaction between the Government and Municipality of Rull.

In contrast, numerous instances of past Government negotiations with the people of Rull prior to the tenure of the present Land Management Officer were, in the opinion of the Committee and the Magistrate characterized by Government duress, misrepresentation, and unfairness in the face of the people's then inability to deal with the Government from a position of bargaining strength.

The Committee and Magistrate have resolved that transactions of that kind will never again be permitted to occur and even yet are unwilling to let pass without challenge those transactions of the past which have caused hardship and deprivation of rights of residents of Rull. Accordingly they accept the invitation of Mr. Emmett Rice, Esq. of your office extended in a Rull meeting in early August, 1973 for the Committee to present to your office claims arising from past Government transactions. The first of these concerns the site of the Weather Bureau and we have recently communicated with the Land Management Officer concerning a possible amicable out-of-court settlement of that matter.

Action! Mr. Rice

178.21.5

Yap 0047

1  
Mr. Kozo Yamada  
Page 2  
September 13, 1973

We will communicate with you concerning other matters as time goes by.

Sincerely yours,

*Albert Snyder*  
Albert Snyder  
Attorney *gt*

AS/gt

cc: Resources Control Committee of Rull  
Magistrate of Rull  
Land Management Officer



Land Management  
Serial: LMT0001

Mr. Al Snyder  
Attorney  
Micronesian Legal Services Corporation  
Colonia, Yap

Subject: Draft Agreement for Fedor Village Rock  
Quarry

Dear Al,

Reference is made to your letter to me of March 27, 1973 discussing and including Lessor's Amendments #2 of the same date.

Reference is also made to the attached draft agreement and to the attached Lands & Surveys drawing no. 5034/70 and drawing no 5002/73.

Following discussions with concerned district officials and comment from the Chief, Lands and Surveys, I am instructed by the District Administrator to advise you of the following.

(1) The Government will reluctantly accept all of Lessor's revisions to the draft agreement with the following exceptions.

(a) Amendment no. 3 and amendment no. 5, which deletes from Article 4: PURPOSE from paragraph (a) the wording "or elsewhere" and all of paragraph (b) "for the receiving, storing, manufacturing, handling, selling, and delivering of rock, concrete, and asphalt products and products related thereto or associated therewith." deserve further explanation as to the Lessor's reason for deletion.

Surely your clients are aware of the shortage of suitable processed aggregate for concrete construction on the island. They must also be aware that efficient use of the rock crushing machinery requires that a multiple use of the equipment and its established work area be made by the Government. Your clients have indicated that they expect the Government to reduce the cost of aggregate sold to the public, and yet have eliminated from our draft agreement every possibility of flexibility and multiple use of equipment and site which might make it possible for the Government to do so.

(b) Amendment no. 10 restricting the storage of explosive substances from the premises deserves further explanation as to the Lessor's reason for deletion.

178.74.55

If your clients are concerned that the storage of dynamite on the site represents a hazard, how do they feel about the increased handling of that same dynamite necessitated by their proposed amendment? The reduction in efficiency and increase in hazard to the operation created by the constant moving of explosives from some other secure site to the quarry will severely retard the output of the quarry site. I am advised that safe and secure storage can be provided on the site if permitted. The same will be removed from the Premises at the end of the lease if the Lessor desires.

(2) Following receipt of Lessor's amendments no. 2, I instructed the District Surveyor to revise Lands & Surveys drawing 5034/70 to eliminate known grave sites as per the Lessor's request. I asked him at that time also to thoroughly search the entire site for any other grave sites. Subsequently several additional probable graves were located within tract 50059. The District Public Works Officer indicated that he felt tract 50059 would not be required and we have deleted it from the premises. Drawing 5002/73 shows the premises as now required for the quarry operation. Despite this 20% reduction in site area the Government is still willing to leave the annual site rental at the rate of \$120.00 per year.

(3) The District Administrator has requested however that the division of two separate severance fees for spoils and processed materials be reinserted in the Agreement. Accordingly we are proposing an amendment of Article 5. RENTAL para. (b) to read as follows:

"(b) Severance Fee: (1) As a royalty and severance fee the sum of ten cents (\$0.10) per cubic yard for any material originating on the premises and transported by any party from the premises, and designated as 'spoils'; and

(2) the sum of fifteen cents (\$0.15) per cubic yard for any material originating on the premises and processed or crushed on the premises and transported by any party from the premises.

For the purposes of this agreement 'spoils' is defined as topsoil, waste fines, or otherwise structurally unutilizable by products of the processing and/or crushing operation. All other materials are designated as 'processed' and will be valued at the higher severance rate."

(4) Further site investigation reveals that a sweet potato patch exists at the southern end of tract 50059. The Government proposes a one time payment of \$20.00 as compensation for the crops presently growing on the site. A suitable adjustment to article 23 will be

required to cover this condition. Future use of the Sweet Potatoe site will be as already agreed upon within Article 24. Please advise us if this payment should be made to the Lessor or to some other designated person.

We would appreciate your clients' response to the proceeding. Hopefully we are still in general agreement and the Lease can be executed shortly. At this time we are still considering April 1, 1973 as the effective date of the agreement and would pay the lease compensation accordingly.

Sincerely,

Michael H. Allen

Attachments: L & S dwg. no 5034/70  
L & S dwg. no 5002/73  
Draft Agreement with Lessor's proposed Amendments

LAW OFFICES OF  
MICRONESIAN LEGAL SERVICES CORPORATION  
ATTORNEYS AND MICRONESIAN COUNSELORS

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FINAN OFFICE  
POST OFFICE BOX 87  
KOROR, FINAN  
WESTERN CAROLINE ISLANDS 96940

POSTOFFICE  
POST OFFICE BOX 129  
KOLONIA, YAP  
EASTERN CAROLINE ISLANDS 96941

MARJAMA OFFICE  
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SAPUA, MARJAMA ISLANDS 96960  
TELEPHONE 9281

YAP OFFICE  
POST OFFICE BOX 200  
KOLONIA, YAP  
WESTERN CAROLINE ISLANDS 96943

REPLY VIA AIR MAIL TO Yap Office

June 15, 1973

Mr. Mike Allen  
Land Management Officer  
Colonia, Yap 96943  
Western Caroline Islands

Dear Mike,

Reference: Y-0016, Munon, Garbee

I discussed today with the prospective Lessor, the Resources Control Committee of Rull and the Rull Council your letter of some weeks ago concerning the Government's exceptions to the Lessor's Amendments to the proposed Fedoor rock quarry agreement, transmitted to you in my letter of March 27, 1973. The delay in response to your letter was strictly on my part, and not the client's.

In my March 27th letter, upon the clients' instructions, I indicated to you that the submitted amendments of substance were nonnegotiable. I learned today in a rather peremptory way that the clients' position has not altered. In brief, the clients stated to me today that they cannot accept the Government's exceptions to the earlier amendments.

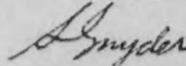
The clients do, however, accept the change in the Exhibit A drawing (No. 5002/73) which largely solves the problem of graves located on the premises.

Concerning the graves destroyed earlier by Government employees in clearing the Fedoor site the clients stand by their earlier commitment to the District Administrator to settle by a lumpsum payment of \$300 the totality of damage which has occurred to graves at the Fedoor site until this time. However, because the Yap Islands Council has,

Mr. Mike Allen  
Page 2  
June 15, 1973

since the making of that commitment, established the value of a grave destroyed at \$2,000, it is the latter figure which the clients believe should control any future settlement of grave disturbance or damage.

Sincerely yours,



Albert Snyder  
Attorney

gt

cc: Magistrate of Rull  
Chairman, Resources Control Committee of Rull

41 12  
District Administrator, The District  
For : District Land Management Officer

Assistant Chief, Lands & Surveys

**Proposed Federal Rock Quarry Lease Agreement**

By your memorandum Serial: 122900 dated March 20, 1973, you solicited the comments of this office with regard to the amendments to the draft Federal Rock Quarry lease agreement. The requested amendments are as set out in letter dated March 27, 1973, from the landsman's attorney.

Basically, we feel that if the proposed changes are accepted, the Government will be entering into an agreement that will not be practicable. However, the District Director of Public Works must decide whether his department will be able to operate the quarry effectively under the proposed amendments. If he feels that he can, this office will not oppose the agreement; but, we reserve our position for the future. If the agreement is finally executed, Public Works must be fully aware of and be prepared to comply fully with its provisions. If not, the agreement must not be executed.

Raymond Hogg

001  
District Land Management Officer, The District

*[Signature]*  
DPACT: rss

ROUTING

April 17, 1973

Sub: 121:121:120

File: 121:121:120

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District Administrator

April 11, 1973  
Serial: LMXD596

District Land Management Officer

Draft Agreement, Lessor's Revisions, Padear Rock Quarry

Attached please find a revised draft of the Padear Rock Quarry Lease Agreement including all proposed revisions as transmitted to us by their attorney, Mr. Al Snyder on March 27, 1973.

The Agreement is provided for your review and comment, and discussion with other departments as noted herein by carbon copy. I would propose a meeting in your office Wednesday afternoon April 18, for all concerned to finalize our discussion of the draft agreement.

The Lessors have made several changes from our previous draft which will directly affect the operation of the quarry. These changes are noted as deletions or additions and the deletions are attached to the agreement for your reference.

If you feel your office can live with these restrictions I believe we can be prepared to execute the agreement before the end of the month.

The requested revisions of the Parcel concerning deletion of grave sites is underway at this time by the District Surveyor.

Michael H. Allen

Attached: Draft Lease Padear Rock Quarry .

cc: District Public Works Officer  
District Attorney  
Chief, Lands & Surveys ✓



178-74-5

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



T.T. CONTRACT NO. \_\_\_\_\_

LEASE OF PRIVATE LAND  
FOR  
QUARRYING PURPOSES  
PEDOOR VILLAGE, YAP DISTRICT

1 THIS LEASE AGREEMENT, made and entered into as of this 1st day of  
2 April, 1973, by and between the GOVERNMENT OF THE TRUST TERRITORY OF THE  
3 PACIFIC ISLANDS, hereinafter referred to as GOVERNMENT, and Figirag, a  
4 citizen of the Trust Territory and a resident of Yap District, Trust  
5 Territory of the Pacific Islands, hereinafter referred to as LESSOR.

6 WITNESSETH: that

7 WHEREAS, the Lessor, as "Pilung" of the hereinafter described  
8 premises, has according to Yapese custom concerning ownership, use and  
9 inheritance of land, certain rights or interests or claims to said lands  
10 including the right to make a conveyance thereof; and

11 WHEREAS, the Government desires to utilize said lands for quarrying  
12 and related purposes stipulated in this agreement; and

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

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

20 ARTICLE 1. GRANT OF PREMISES

21 The Lessor hereby leases to the Government and the Government  
22 hereby takes from the Lessor, all of that real property designated as  
23 Tracts No. 50059 and 50060, shown outlined in red on the attached copy  
24 of Division of Land Management Drawing No. 7034/70, which is incorporated  
25 herein and made a part hereof by reference as Exhibit A, such real

2

property consisting of 0.263 hectares and 1.001 hectares respectively, more or less, of land situated in Fedoor Village, Yap District, Trust Territory of the Pacific Islands, together with all existing easements, rights of way, improvements thereon and appurtenances thereto, hereinafter referred to as "Premises".

ARTICLE 2. TERM

TO HAVE AND TO HOLD for an initial term commencing on April 1, 1973 and ending on June 30, 1983, at 12:00 o'clock midnight, unless sooner terminated or extended as herein provided.

ARTICLE 3. OPTION TO EXTEND; REVISION OF RENTAL AND FEE

Provided that agreement can be reached between the parties concerning revision of the amount of minimum annual rental and severance fee applicable during the extended term, the Government shall at its sole discretion have the conditional option to extend this lease agreement upon the same terms and conditions set out herein, with the sole exception of the amount of minimum annual rental and severance fee, revised pursuant to this Article, for one additional period of ten (10) years. In order to exercise this conditional option the Government shall notify the Lessor in writing of its desire to so extend the lease agreement at least (90) days prior to the expiration date of the original term. From the time of notification by the government of its desire to extend, the parties shall negotiate a revision of the amount of minimum annual rental and severance fee specified in Article 5 of the lease agreement. If the parties reach an agreement concerning the revision, the lease agreement shall be duly amended to incorporate the revised rental and fee applicable during the extended term. If the parties cannot reach an agreement concerning the revision, the lease agreement shall terminate on June 30, 1983.

ARTICLE 4. PURPOSE

The Government may use the premises for the following purposes:-

(a) to develop and operate a quarry and crushing plant for the processing of rock obtained from the premises into aggregate and material for sale to the general public and for government and public use.

ARTICLE 5. RENTAL

The Government agrees to pay to the Lessor in lawful money of the United states of America the following rental during the original term:

Delete - 7

1 a) Minimum Annual Rental: As the minimum rental for use of the premises,  
the sum of one hundred and twenty dollars (\$120.00) per year; and

2 b) Severance Fee: As a royalty and severance fee the sum of fifteen  
3 cents (\$0.15) per cubic yard for any material originating on the  
premises and transported by any party from the premises.

4 ARTICLE 6. RENTAL PAYMENTS; PLACE OF PAYMENT

5 Upon the execution of this lease agreement, the Government shall  
6 pay lessor the sum of thirty dollars (\$30.00) to cover rent due to  
7 lessor for the period of April 1, 1973, to June 30, 1973. Subsequently  
8 thereafter during the original term of this Lease Agreement, the  
9 Government shall pay rent at the rate of one hundred and twenty dollars  
10 (\$120.00) per year which shall be paid in advance on the first day of  
11 July of each year.

12 The rental due Lessor as a royalty or severance fee shall be  
13 computed for the preceding quarter and paid on the first day of January,  
14 April, July and October of each year this Lease Agreement is in force  
15 and effect. The first payment of severance fee shall be made on July  
16 1, 1973.

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

20 District Finance Officer  
21 Office of the District Administrator  
22 Colonia, Yap District 96943

23 ARTICLE 7. RECORDS

24 The Government at its District Public Works Office in Colonia  
25 shall maintain records for inspection by the Lessor, or his designate  
26 appointed in writing, during regular working hours, showing the date  
27 of removal of material from the Premises subject to the severance/  
28 royalty payment as set forth in Article 5 (b) of this Lease Agreement,  
29 volume of such material removed, any charge therefore, the signature  
30 of the dispatching officer and an indication of whether material was  
31 sold to the public or used for Government purposes. With each  
32 quarterly rental payment (severance/royalty fee), the Government  
33 shall submit copies of such records verified by the District Director  
of Public Works, accompanied by a written summary based on the records

1 indicating by categories the total volume of material recorded and the  
2 total severance/royalty fee due for the preceding quarter.

3 ARTICLE 8. ASSIGNMENT

4 The Government may assign or sublet the premises hereunder with  
5 the prior written consent of the Lessor,  
6 but the obligations of Government hereunder shall  
7 not be extinguished by such assignment. Any such assignment or  
8 subletting, except as herein above mentioned, without such consent  
9 shall be void and shall at the option of the Lessor terminate this  
10 lease agreement.

11 ARTICLE 9. USE OF THE PREMISES

12 The Government shall enter and occupy the premises on the date this  
13 lease agreement is executed and commence the operation of a quarry and  
14 crushing plant.

15 ARTICLE 10. CONSTRUCTION OF IMPROVEMENTS; MAINTENANCE OF PREMISES

16 During the existence of this lease agreement or extension thereof,  
17 the Government shall have the right to install trade fixtures, equipment  
18 and machinery and to construct the following structures: <sup>Delete # 2</sup> (1) a dispatchers  
19 office; (2) fuel storage tanks which may be fenced; and (3) water storage  
20 tanks. Other structures may be constructed by the Government, with the prior  
21 written permission of the Lessor, All

22  
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25 improvements so placed on the premises shall be and remain the property  
26 of the Government during the existence of this lease agreement or any  
27 extension thereof. The Government, shall at all times during the term  
28 of this lease agreement, or any extension thereof, and at its own  
29 cost and expense, maintain the premises and all improvements thereon  
30 in good order and repair and in a neat, sanitary and attractive  
31 condition.

32 ARTICLE 11. EXPLOSIVES

33 No explosive substance, in either quantity or classification, shall  
34 be kept on the premises. Any explosive substance to be used on the premises  
must be stored off the premises, brought to the premises on the day of use,  
and removed from the premises at the conclusion of regular working hours of

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the same day.

ARTICLE 12. EQUIPMENT MACHINERY AND TRADE FIXTURES

All trade fixtures, equipment and machinery installed in or attached to the premises by the Government shall be the property of the Government during the term of this lease agreement or any extension thereof, and upon the expiration of this lease agreement they may be removed from the premises by the Government.

The term trade fixtures, equipment and machinery shall include but is not limited to concrete and asphalt batch plants, conveyors, silos, heating tanks, screens, pug mills or mixers, elevators, jaw and roll crushing equipment, screen decks, conveyor belts, diesel and gasoline engines, feeders, and other machinery ordinarily associated with the crushing, processing and manufacturing of rock, concrete and asphalt products. The foregoing definition is not intended, and shall not be construed, to enlarge the scope of use by the Government under this Lease Agreement.

All buildings or improvements, other than trade fixtures, equipment and machinery permanently affixed to the realty by the Government shall be the property of the Government during the term of this lease agreement or any extension thereof, but any such buildings or improvements once affixed may not be removed from the Premises without the written permission of the Lessor, and upon the expiration of this lease agreement, pursuant to Article 3 of the agreement, said buildings and improvements shall become the property of the Lessor, except as otherwise agreed in writing by the parties hereto.

ARTICLE 13. QUIET ENJOYMENT

The Lessor covenants and warrant that he possesses or represents all interests, proprietary and otherwise, in the premises and that the Government shall peacefully and quietly have, hold and enjoy the use thereof during the existence of this lease agreement and any extension thereof without any let or hinderance.

ARTICLE 14. WARRANTY OF OWNERSHIP

Lessor expressly agrees to indemnify and hold the Government harmless from all suits, claims and demands of ownership made against the Government because of this conveyance and agrees to satisfy fully all other persons having ownership interests in the premises as their

1 interest may appear under Yapese custom or otherwise.

2 ARTICLE 15. RESPONSIBILITY FOR DAMAGE OR INJURY: OBSERVANCE OF LAWS

3 The lessor shall not be responsible for any injury to persons  
4 and damage to and loss of use or enjoyment of property arising  
5 from the use and occupancy of the premises by the Government. The  
6 Government shall perform under this Lease Agreement strictly in  
7 accordance with all laws applicable under Title 1, Chapter 5 of the  
8 Trust Territory Code (1970), including but not limited to the law of  
9 Nuisance.

10 ARTICLE 16. NOTICES

11 Any notice or demand required to be given or served on either  
12 party to this lease agreement shall be in writing and forwarded by  
13 registered air mail return receipt requested as follows:

14 For the Government

15 The High Commissioner  
16 Trust Territory of the Pacific Islands  
17 Saipan, Mariana Islands 96950

17 and the

18 District Administrator  
19 Trust Territory of the Pacific Islands  
20 Yap District 96943

21 The Lessor

21 Figirag Chairman  
22 The Rull Municipal Building Resources Control Committee of Rull  
23 Balabot Village The Rull Municipal Building  
24 Yap Islands 96943 Balabot Village, Yap Islands 96943

24 ARTICLE 17. TERMINATION BY DEFAULT OF GOVERNMENT

25 If the Government should breach, or be in default in performing  
26 any of the terms and provisions of this lease agreement, the Lessor  
27 shall give notice of such default or  
28 breach, and if the Government shall fail to cure such default or  
29 breach within thirty (30) days after the receipt of such notice, or shall  
30 fail in that time to commence to cure a default or breach, which reasonably would  
31 require more than thirty (30) days, and to give the Lessor a full  
32 written explanation of the defaulting or breaching conduct and a  
33 detailed plan and time schedule for the cure thereof, or shall fail to

1 comply with such a plan or cure with all reasonable speed, then and in  
2 any such event, the Lessor shall have the option of terminating this  
3 lease agreement or extension thereof by serving notice of  
4 termination upon the Government.

5 This lease shall expire on the date the Government receives the  
6 notice of termination as if that date had been originally fixed as the  
7 expiration date of the term herein granted.

8 ARTICLE 18. TAXES AND ASSESSMENTS, UTILITY CHARGES.

9 The Government further agrees to pay all taxes, utilities,  
10 assessments, special assessments and all other charges and liens of  
11 any and every kind which may be levied, assessed or imposed on the  
12 premises or any part thereof or on any buildings or improvements  
13 situated thereon during the term of this lease agreement or extension  
14 thereof.

15 ARTICLE 19. HOLD OVER

16 If the Government shall remain in possession after the expiration  
17 of the term of this lease agreement or any extension thereof, with the  
18 Lessor's acquiescence, the Government shall be deemed to be a tenant on  
19 a year to year basis and there shall be no renewal of this lease  
20 agreement by operation of law. Any year-to-year tenancy may be  
21 terminated by the Lessor by written notice to the Government within no  
22 less than thirty (30) days prior to the end of the tenancy year.

23 ARTICLE 20. TERMINATION BY GOVERNMENT

24 The Government may at any time terminate this lease agreement  
25 or any extension thereof by giving written notice to the Lessor one  
26 hundred and eighty (180) days in advance of the date the Government  
27 desires to terminate. Provided, however, that any date of termination  
28 shall be on the last day of a quarterly month as defined in Article 6  
29 hereof; and, that the Government shall have paid in full all rental  
30 and other payments due hereunder up to and including the day of  
31 termination; and the Government shall have complied in full with  
32 provisions of this lease agreement regarding the conditions of the  
33 premises upon termination.

ARTICLE 23. CONDITION OF PREMISES; GRAVES

A  
D  
D

It is acknowledged by the parties hereto that there are no growing valuable trees or crops existing on the Premises as of the date of this Lease agreement. If the Government discovers the presence of a grave or graves on the premises during the term of the lease agreement or any extension thereof, the Government shall immediately notify the Lessor of such presence. Upon notice, the Lessor shall act with all reasonable speed to effect the removal of the graves. Nothing contained in the lease agreement shall be construed to relieve the Government of its duty either to exercise reasonable care to detect graves on the premises and to avoid damage to the graves or to compensate the appropriate parties for damage caused in breach of any Government duty.

ARTICLE 24. DESTRUCTION OF AGRICULTURAL CROPS AFTER CONSTRUCTION

The Lessor understands and agrees that the Government will not be responsible to compensate the Lessor for the destruction or removal of growing agricultural trees and crops planted within the terms of this agreement and any such trees and crops are planted at the Lessors own risk.

ARTICLE 25. INTERPRETATION AND LAW GOVERNING

The language in all parts of this lease agreement shall in all cases be construed simply, according to its fair meaning, and not strictly for or against the Government or the Lessor. The lease agreement shall be governed by the laws of the Trust Territory of the Pacific Islands.

ARTICLE 26. GOVERNMENT REPRESENTATIVE

The authorized representative of the Government for the purposes of this lease agreement shall be the District Administrator, Yap District, or such other person as the High Commissioner may designate in writing as provided herein.

ARTICLE 27. 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 or collateral oral or written understanding or agreement pertaining to 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 28. LEASE AGREEMENT BINDING

It is agreed that the stipulations and conditions contained in this lease agreement shall be binding upon the heirs, legal representatives, successors and assigns of both parties.

1 ARTICLE 28. RETURN OF PREMISES

2 Upon the termination of this Lease Agreement by either party,  
3 the Government shall (1) be required to fill and contour the  
4 Premises in accordance with the reasonable directions of the Lessor, (2) shall  
5 otherwise leave the Premises in a sanitary, orderly condition, and  
6 (3) unless otherwise advised in writing by the Lessor shall restore the  
7 surface of the Premises to capability for sustaining plant and tree  
8 life at least equivalent to the capability existing at the time and  
9 execution of this Lease Agreement, provided that the Government shall  
10 not be required to transport any additional material to the Premises  
11 for any purposes other than that specified in clause (3) of this Article.

12 IN WITNESS WHEREOF, the parties have executed this lease agreement  
13 as of the day and year first writteh above.

14  
15 LESSOR GOVERNMENT OF THE  
16 TRUST TERRITORY OF THE PACIFIC ISLANDS

17  
18 \_\_\_\_\_ By: \_\_\_\_\_  
19 Figirag Wyman X. Zachary  
20 Director, Resources & Development

21 \* \* \* \* \*

22 ACKNOWLEDGMENT

23 TRUST TERRITORY OF THE PACIFIC ISLANDS) ss  
24 YAP DISTRICT

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

30 IN WITNESS WHEREOF, I hereunto set my hand and seal.

31 \_\_\_\_\_  
32 Notary Public

33 My commission expires on \_\_\_\_\_

CERTIFICATION AS TO TRANSLATION

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I, Edward Fitlog, Realty Specialist for the Yap District Office of Land Management, 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 of 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\_\_\_\_.

\_\_\_\_\_  
Edward Fitlog

APPROVED FOR THE DIVISION OF LANDS AND SURVEYS

APPROVED FOR THE DISTRICT OFFICE OF LAND MANAGEMENT

By: \_\_\_\_\_  
Kozo Yamada  
Chief, Lands and Surveys

By: \_\_\_\_\_  
Michael H. Allen  
District Land Management Officer

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

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

APPROVED AS TO FORM

APPROVED FOR THE YAP DISTRICT

By: \_\_\_\_\_  
Richard I. Miyamoto  
Attorney General

By: \_\_\_\_\_  
Leonard Q. Aguigui  
District Administrator

(11)

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

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

APPROVED FOR DISTRICT  
PUBLIC WORKS

APPROVED FOR THE RESOURCES CONTROL  
COMMITTEE OF RULL

By: \_\_\_\_\_  
Marcelino Welsirel  
Acting District Director  
of Public Works

By: \_\_\_\_\_  
Gargog  
Chairman

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

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

\*\*\*\*\*

RECORDING OF LEASE AGREEMENT

Filed and Recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ at \_\_\_\_\_ A.M./  
P.M. this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

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

Deletion # 1

(b) for the receiving, storing manufacturing, handling, selling and delivering of rock, concrete, and asphalt products, and products related thereto or associated therewith.

Deletion #2

.....and to construct the following structures: (1) a cement storage building of approximately thirty (30) by fifty (50) feet; (2) an explosives storage building of approximately ten (10) by ten (10) feet; .....

Also deleted:

- (1) Original Article 17 ARBITRATION which provided for arbitration all disputes arising under the agreement
- (2) Original Article 16 RENEGOTIATION which provided for renegotiation of the lease based on the "market value of the unimproved premises" and arbitration if a renegotiated settlement could not be arrived at.

*Chief, Lands & Surveys  
Headquarters*

April 18, 1973

Mr. John H. Moore  
American Consul  
Embassy of the United States  
of America  
APO San Francisco 96528

Dear Mr. Moore:

We are acknowledging the letter of March 1, 1973 from Miss Mary T. Chievarini concerning the loan of U. S. \$26.00 to Mr. Philander Benjamin from Embassy funds, and your letter of March 9, 1973 concerning a bill of U. S. \$17.55 owed by Mr. Frits Raauig to the Hotel Filipinas at Roxas Boulevard, Manila.

We are enclosing a check payment in the amount of forty-three dollars and fifty-five cents (\$43.55) to cover both payments. Your assistance is requested in forwarding the payment from this amount of \$17.55 to the Hotel Filipinas.

We greatly appreciate the assistance being provided Micronesia students by the Embassy on the various occasions when they have been confronted by emergency problems.

Sincerely yours,

Harry K. Uyehara  
Scholarship and Student Services Officer

Enclosure: (Check No. 62962)

cc: Chief, Lands and Surveys



178.10. 215

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : Chief, Lands & Surveys

FROM : District Land Management Officer

SUBJECT: Proposed Fedoor Rock Quarry Agreement

DATE: March 28, 1973  
Serial: LMYO590

Attached hereto are copies of a reply of the landowners and the Hull Resources Control Committee to the draft agreement for the Fedoor Rock Quarry as prepared by Dennis Facht and myself during my last visit to Saipan.

Could you review these amendments and give us your comments as soon as possible. In the meantime I will see that a district review of the agreement is made. If the proposed amendments are found to be acceptable by all concerned we will proceed to finalizing the agreement here with a Yappese translation and execute it locally before transmitting it to you for final approval and execution.

*Michael H. Allen*

Michael H. Allen

Attachment: Letter and proposed Amendments from Albert Snyder, MLSC



*Get from Mr. Facht*

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : District Administrator

DATE: March 27, 1973  
Serial: LMY0589

FROM : District Land Management Officer

SUBJECT: Progress Report- Negotiations for Acquisition of Fedoor Rock  
Quarry Site

I have received from Al Snyder a complete and apparently as far as the RRCC is concerned a final response to the Government's draft agreement prepared for the lease acquisition of the Fedoor Rock Quarry site.

The committee and landowners have made several important concessions to us, but at the same time have made several amendments of their own which Al indicates are "nonnegotiable".

I am preparing a further draft of the agreement including all amendments proposed by the landowners for an in-house review. Persons not familiar with the body of the agreement probably would have difficulty in understanding some of the proposed amendments unless included in the complete context of the agreement. Al's letter is hereto attached. I believe you can see the difficulty I am describing.

I should like to propose a meeting for sometime next week to discuss the agreement with the following persons:

1. District Administrator
2. District Public Works Officer
3. District Attorney
4. District Land Management Officer

The purpose of this meeting would be for me to brief the other departments involved with the details of the agreement including the latest proposed amendments suggested by the landowners. As you can see by Al's letter the issues of substance are considerably beyond the question of compensation but are rather directly related to the operation of the quarry. For this reason I feel that I cannot proceed further in the negotiations without comments and input from the above persons.

Your comments please.

*Michael H. Allen*

Michael H. Allen

LAW OFFICES OF  
MICRONESIAN LEGAL SERVICES CORPORATION  
ATTORNEYS AND MICRONESIAN COUNSELORS  
CABLE ADDRESS: MICROLEX

THEODORE R MITCHELL  
EXECUTIVE DIRECTOR  
EDWARD C KING  
DEPUTY DIRECTOR  
ROMAN T TUDELA  
COMPTROLLER  
LORENZO L O CABRERA  
PROGRAM ADMINISTRATOR  
GIDEON R DOONE  
ANDREW FIGIRAG

IOANES RANICHY  
FREDERICK S LEBER  
ALAN S LIEBERMAN  
DANIEL MACMEERIN  
SIGNAG MAIMEERIN  
DENNIS F OLSEN  
KAZUMOTO BENGULBAI  
RANDY G SELFIS  
TQNT VILLANUEVA  
SAMUEL WITHERS, III  
DANIEL E AQUINO  
JOHN O NGIRAEED  
ALBERT R SNYDER  
HAMLET J BARRY, II  
JAMES E DUGGAN  
MICHAEL UNDER  
OLIVER G RICKETSON  
ALAN B BURDICK

CENTRAL OFFICE  
POST OFFICE BOX 808  
BAPUN, MARSHALL ISLANDS 98980  
TELEPHONE 6222

PAU Office  
POST OFFICE BOX 57  
SOPUR PAU  
WESTERN CAROLINE ISLANDS 98940

MARSHALLS OFFICE  
POST OFFICE BOX 378  
MAJURO  
MARSHALL ISLANDS 98900

IRUA OFFICE  
POST OFFICE BOX 8  
KOROR, IRUA  
EASTERN CAROLINE ISLANDS 98940

PONAPE OFFICE  
POST OFFICE BOX 139  
EDELIN, PONAPE  
EASTERN CAROLINE ISLANDS 98941

MARSHALS OFFICE  
POST OFFICE BOX 828  
BAPUN, MARSHALL ISLANDS 98980  
TELEPHONE 6222

YAP OFFICE  
POST OFFICE BOX 208  
COLONIA, YAP  
WESTERN CAROLINE ISLANDS 98942

REPLY VIA AIR MAIL TO Yap Office

March 27, 1973

Mr. Mike Allen  
Land Management Officer  
Colonia, Yap 96943

Reference: Y-0016, Proposed Fedoor  
Rock Quarry Agreement

Dear Mike:

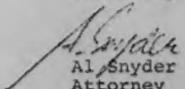
The prospective Lessor and the Resources Control Committee of Rull met on March 19th and 23rd to consider the Government's latest draft of the subject agreement, which draft incorporates those of Lessor's Amendments #1 (February 23, 1973) and found acceptable by the Government. Enclosed are Lessor's Amendments #2 which issued from the Lessor-Committee meetings.

The amendments include several issues of substance, as well as numerous changes of a technical or grammatical nature. I have been instructed that the amendments of substance are nonnegotiable.

The Committee has designated three persons who at your request could cooperate with Land Management personnel to achieve amendment (1).

It does not appear at this time that any further amendments will be necessary from the Lessor's point of view.

Sincerely yours,

  
Al Snyder  
Attorney

ftc

Enclosures

xc: Figirag  
Chairman RCCR  
Magistrate of Rull

QUARRY LEASE - FEDOOR VILLAGE

LESSOR'S AMENDMENTS #2

March 27, 1973

PAGE ONE

1  
2 (1) 24.\* Revise the drawing to exclude from the premises  
3 the two grave areas which appear in the drawing.  
4

PAGE TWO

5  
6 (2) 10-18. Delete. Restore Article 3, incorporating amendments  
7 6 through 11 of Lessor's Amendments #1.

8 (3) 22. Delete "or elsewhere". Add ".".

9 (4) 24. Delete ";and".

10 (5) 25-27. Delete.

PAGE THREE

11  
12  
13 (6) 1-3. Amend the remainder of the sentence appearing  
14 after "material to "originating on the premises  
15 and transported by any party from the premises".  
16

PAGE FOUR

17  
18 (7) 5-6. Delete ", which consent shall not be unreasonably  
19 withheld".

20 (8) 18-22. Delete the material appearing after "structures:"  
21 up to "(3)". Amend numerology accordingly.

22 (9) 24. Delete ", which consent shall not be unreasonably  
23 withheld".

24 (10) 31. Add "No explosive substance, including dynamite or  
25 blasting caps, may be kept on the premises. Any  
26 explosive substance to be used on the premises  
27 must be stored off the premises, brought to the  
28 premises on the day of use, and removed from the  
29 premises at the conclusion of regular working hours  
30 of the same day."  
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\* Indicates line number of latest draft agreement.

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LAW OFFICES, GERONIMAN LEGAL SERVICES CORPORATION

PAGE FIVE

(11) 20. Insert after "agreement": "pursuant to Article 3 of the agreement".

PAGE SIX

(12) 4. Delete "private".  
(13) 13. Insert after "registered": "air".  
(14) 16. Delete "(via air mail)".  
(15) 23. Add: "Chairman  
Resources Control Committee of Rull  
The Rull Municipal Building  
Balabat Village, Yap Islands 96943".  
(16) 24-33. Delete. Amend Article numerology accordingly.  
& 1-5  
(page 7)

PAGE SEVEN

(17) 6-23. Delete.  
(18) 27. Delete "in writing by registered mail".  
(19) 30. Insert after "which": "reasonably".

PAGE EIGHT

(20) 3-4 Delete "a written"; "by registered mail".

PAGE NINE

(21) 1. Insert after "PREMISES": "; GRAVES".  
(22) 4. Add: "If the Government discovers the presence of a grave or graves on the premises during the term of the lease agreement or any extension thereof, the Government shall immediately notify the Lessor of such presence. Upon notice, the Lessor shall act with all reasonable speed to effect the removal of the graves. Nothing contained in the lease agreement shall be construed to relieve the Government of its duty either to exercise reasonable care

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LAW OFFICES, MICRONESIAN LEGAL SERVICES CORPORATION

to detect graves on the premises and to avoid damage to the graves or to compensate the appropriate parties for damage caused in breach of <sup>any</sup> Government's duty."

PAGE TEN

- / 6 (23) 3. Delete "reasonably".
- / 7 (24) 4. Insert after "the" (first appearing): "reasonable".
- ^ 8 (25) 9. Amend "of" to "and".

PAGE ELEVEN

- ✓ 11 (26) 10. Delete "and to the complete satisfaction of".
- / 12 (27) 11. Amend "they" to "he".
- / 13 (28) 12. Amend "the contents" to "my interpretation and translation".

PAGE TWELVE

- J 17 (29) 3-4. Amend to "APPROVED FOR THE RESOURCES CONTROL COMMITTEE OF RULL".
- J 19 (30) 7. Delete "Martin".

Chief, Lands & Surveys

March 28, 1973  
Serial: LRT0590

District Land Management Officer

Proposed Pedoer Rock Quarry Agreement

Attached hereto are copies of a reply of the landowners and the Rull Resources Control Committee to the draft agreement for the Pedoer Rock Quarry as prepared by Dennis Facht and myself during my last visit to Saipan.

Could you review these amendments and give us your comments as soon as possible. In the meantime I will see that a district review of the agreement is made. If the proposed amendments are found to be acceptable by all concerned we will proceed to finalize the agreement here with a Japanese translation and execute it locally before transmitting it to you for final approval and execution.

Michael H. Allen

Attachment: Letter and proposed Amendments from Albert Snyder, MLSC

POSSIBLE ADDITIONAL ARTICLES

ARTICLE \_\_\_\_ . SALE OF QUARRIED MATERIAL TO THE PUBLIC

It is hereby agreed between the parties that any material which is quarried from the Premises, ~~which is to~~ <sup>which is to</sup> be sold to the public shall be sold at cost. For purposes of this lease Agreement but not limited to "cost" shall be defined as the cost to the Government ~~for~~ for the establishment and operation of the rock quarry facility, including real estate, buildings, machinery and appliances bought or otherwise acquired for purposes of the operation.

ARTICLE 8. ASSIGNMENT (alternate wording)

The Government may ~~not~~ assign or sublet the Premises hereunder, ~~with~~ the prior written consent of the Lessor, which consent shall not be unreasonably withheld, PROVIDED THAT, the Premises shall not be assigned or sublet to a private individual or corporation for the establishment of a commercial venture or to the Government of the United States. The obligations of the Government, however, shall not be extinguished by any such assignment or ~~subletting~~ subletting. Any such assignment or subletting ~~without such consent shall be void and shall at the option of the Lessor terminate this lease agreement.~~ without such consent shall be void and shall at the option of the Lessor terminate this lease agreement.

ARTICLE \_\_\_\_ . PAST USE AND DAMAGE

The parties acknowledge that the Premises leased herein have been used by the Government in the past, and that possible in ~~excess~~ excess of twenty (20) graves were destroyed or damaged. As and for a full and complete settlement of all claims and demands for ~~past use,~~ past use, ~~rental and damages of any nature,~~ rental and damages of any nature, for the Premises, the Lessor ~~hereby~~ hereby accepts the sum of three hundred dollars (\$300.00) to be paid by the Government. Such payment shall be made within thirty (30) days of the execution of this Lease Agreement.

ARTICLE \_\_\_\_ . DESTRUCTION/REMOVAL OF EXISTING GRAVES

The Lessor agrees that he will clearly mark the location of all known ~~existing~~ graves located on the Premises within thirty days of the date of execution of this Lease Agreement, and the Government agrees that in ~~constructiong~~ and operating facilities and quarrying 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~~ facilities on or near the site of a clearly marked grave, it will give the Lessor thirty (30) day notice to move the grave off the Premises and it will provide the Lessor help, in the form of labor, to move said grave. It is understood and agreed that no payment is to be made by the Government to the Lessor for the cost of moving said graves, for damage caused during movement of the graves, or for damage caused to unmarked graves.

If during the course of the Government's operation on the Premises ~~any~~ unmarked graves are located, the Government agrees to cease immediately whatever activity is being carried out near at or near the graves and to notify the Lessor as soon as practicable of the discovery. If the Government determines that it will be necessary to continue with its activity at or near the newly discovery graves, the graves shall be relocated by the Lessor ~~with~~ ~~in~~ ~~accordance~~ ~~with~~ ~~the~~ ~~procedure~~ ~~set~~ ~~forth~~ ~~above~~ ~~of~~ ~~the~~ ~~graves~~ ~~originally~~ ~~marked~~ ~~by~~ ~~the~~ ~~Lessor~~ in accordance with the procedure set forth above of graves originally marked by the Lessor.

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



T.T. CONTRACT NO. \_\_\_\_\_

LEASE OF PRIVATE LAND  
FOR  
QUARRYING PURPOSES  
FEDOR VILLAGE, YAP DISTRICT

1 THIS LEASE AGREEMENT, made and entered into as of this 1st day of  
2 April, 1973, by and between the GOVERNMENT OF THE TRUST TERRITORY OF THE  
3 PACIFIC ISLANDS, hereinafter referred to as GOVERNMENT, and Figirag, a  
4 citizen of the Trust Territory and a resident of Yap District, Trust  
5 Territory of the Pacific Islands, hereinafter referred to as LESSOR:

6 W I T N E S S E T H : that

7 WHEREAS, the Lessor, as "Pilung" of the hereinafter described  
8 premises, has according to Yapese custom concerning ownership, use and  
9 inheritance of land, certain rights or interests or claims to said lands  
10 including the right to make a conveyance thereof; and

11 WHEREAS, the Government desires to utilize said lands for quarrying  
12 and related purposes stipulated in this agreement; and

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

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

20 ARTICLE 1. GRANT OF PREMISES

21 The Lessor hereby leases to the Government and the Government  
22 hereby takes from the Lessor, all of that real property designated as  
23 Tracts No. 50059 and 50060, shown outlined in red on the attached copy  
24 of Division of Land Management Drawing No. 7034/70, which is incorporated  
25 herein and made a part hereof by reference as Exhibit A, such real

*Notations shown in red  
from CEO Attorney's letter  
of 27th Mar 73 D*

*Draft given to Mr. Allen on  
1 Mar 73 Not proof  
Mod.*

1 property consisting of 0.263 hectares and 1.001 hectares respectively,  
2 more or less, of land situated in Fedoor Village, Yap District, Trust  
3 Territory of the Pacific Islands, together with all existing easements,  
4 rights of way, improvements thereon and appurtenances thereto, hereinafter  
5 referred to as "Premises".

6 ARTICLE 2. TERM

7 TO HAVE AND TO HOLD for an initial term commencing on April 1, 1973  
8 and ending on June 30, 1983, at 12:00 o'clock midnight, unless sooner  
9 terminated or extended as herein provided.

10 ARTICLE 3. OPTION TO EXTEND

11 The Government shall at its sole discretion have the conditional  
12 option to extend this lease agreement upon the same terms and conditions  
13 set out herein for one additional period of ten (10) years, except that  
14 the minimum annual rental and severance fee shall be renegotiated  
15 pursuant to Article 16 hereof. In order to exercise this conditional  
16 option the Government shall notify the Lessor in writing of its desire  
17 to so extend the lease agreement at least (90) days prior to the  
18 expiration date of the original term.

19 ARTICLE 4. PURPOSE

20 The Government may use the premises for the following purposes:-

21 (a) to develop and operate a quarry and crushing plant for the  
22 processing of rock obtained from the premises ~~or elsewhere~~ into  
23 aggregate and material for sale to the general public and for government  
24 and public use; ~~and~~

25 ~~(b) for the receiving, storing, manufacturing, handling, selling~~  
26 ~~and delivering of rock, concrete, and asphalt products, and products~~  
27 ~~related thereto or associated therewith.~~

28 ARTICLE 5. RENTAL

29 The Government agrees to pay to the Lessor in lawful money of the  
30 United States of America the following rental during the original term:

- 31 a) Minimum Annual Rental: As the minimum rental for use of the premises,  
32 the sum of one hundred and twenty dollars (\$120.00) per year; and  
33 b) Severance Fee: As a royalty and severance fee the sum of fifteen

1 cents (\$0.15) per cubic yard for any material removed from the <sup>regardless of the</sup>  
2 ~~premises and transported by any party from the premises~~  
3 ~~premises and/or sold or used by the Government for its own~~  
4 ~~operations.~~

4 ARTICLE 6. RENTAL PAYMENTS; PLACE OF PAYMENT

5 Upon the execution of this lease agreement, the Government shall  
6 pay lessor the sum of thirty dollars (\$30.00) to cover rent due to  
7 lessor for the period of April 1, 1973, to June 30, 1973. Subsequently  
8 thereafter during the original term of this Lease Agreement, the  
9 Government shall pay rent at the rate of one hundred and twenty dollars  
10 (\$120.00) per year which shall be paid in advance on the first day of  
11 July of each year.

12 The rental due Lessor as a royalty or severance fee shall be  
13 computed for the preceding quarter and paid on the first day of January,  
14 April, July and October of each year this Lease Agreement is in force  
15 and effect. The first payment of severance fee shall be made on July  
16 1, 1973.

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

20 District Finance Officer  
21 Office of the District Administrator  
22 Colonia, Yap District 96943

22 ARTICLE 7. RECORDS

23 The Government at its District Public Works Office in Colonia  
24 shall maintain records for inspection by the Lessor, or his designate  
25 appointed in writing, during regular working hours, showing the date  
26 of removal of material from the Premises subject to the severance/  
27 royalty payment as set forth in Article 5 (b) of this Lease Agreement,  
28 volume of such material removed, any charge therefore, the signature  
29 of the dispatching officer and an indication of whether material was  
30 sold to the public or used for Government purposes. With each  
31 quarterly rental payment (severance/royalty fee), the Government  
32 shall submit copies of such records verified by the District Director  
33 of Public Works, accompanied by a written summary based on the records

1 indicating by categories the total volume of material recorded and the  
2 total severance/royalty fee due for the preceding quarter.

3 ARTICLE 8. ASSIGNMENT

4 The Government may assign or sublet the premises hereunder with  
5 the prior written consent of the Lessor, ~~which consent shall not be~~  
6 ~~unreasonably withheld~~, but the obligations of Government hereunder shall  
7 not be extinguished by such assignment. Any such assignment or  
8 subletting, except as herein above mentioned, without such consent  
9 shall be void and shall at the option of the Lessor terminate this  
10 lease agreement.

11 ARTICLE 9. USE OF THE PREMISES

12 The Government shall enter and occupy the premises on the date this  
13 lease agreement is executed and commence the operation of a quarry and  
14 crushing plant.

15 ARTICLE 10. CONSTRUCTION OF IMPROVEMENTS; MAINTENANCE OF PREMISES

16 During the existence of this lease agreement or extension thereof,  
17 the Government shall have the right to install trade fixtures, equipment  
18 and machinery and to construct the following structures: ~~(1) a cement~~  
19 ~~storage building of approximately thirty (30) by fifty (50) feet;~~ (2)  
20 ~~an explosives storage building of approximately ten (10) by ten (10)~~  
21 ~~feet;~~ (3) a dispatchers office; (4) fuel storage tanks which may be  
22 fenced; and (5) <sup>3</sup> water storage tanks. Other structures may be  
23 constructed by the Government, with the prior written permission of the  
24 Lessor, ~~which consent shall not be unreasonably withheld~~. All  
25 improvements so placed on the premises shall be and remain the property  
26 of the Government during the existence of this lease agreement or any  
27 extension thereof. The Government, shall at all times during the term  
28 of this lease agreement, or any extension thereof, and at its sole  
29 cost and expense, maintain the premises and all improvements thereon  
30 in good order and repair and in a neat, sanitary and attractive  
31 condition. *No explosive substance, . . . . .*

32 ARTICLE 11. EQUIPMENT, MACHINERY AND TRADE FIXTURES

33 All trade fixtures, equipment and machinery installed in or

1 attached to the premises by the Government shall be the property of the  
2 Government during the term of this lease agreement or any extension  
3 thereof, and upon the expiration of this lease agreement they may be  
4 removed from the premises by the Government.

5 The term trade fixtures, equipment and machinery shall include but  
6 is not limited to concrete and asphalt batch plants, conveyors, silos,  
7 heating tanks, screens, pug mills or mixers, elevators, jaw and roll  
8 crushing equipment, screen decks, conveyor belts, diesel and gasoline  
9 engines, feeders, and other machinery ordinarily associated with the  
10 crushing, processing and manufacturing of rock, concrete and asphalt  
11 products. The foregoing definition is not intended, and shall not be  
12 construed, to enlarge the scope of use by the Government under this  
13 Lease Agreement.

14 All buildings or improvements, other than trade fixtures, equipment  
15 and machinery permanently affixed to the realty by the Government shall  
16 be the property of the Government during the term of this lease  
17 agreement or any extension thereof, but any such buildings or  
18 improvements once affixed may not be removed from the Premises without  
19 the written permission of the Lessor, and upon the expiration of this  
20 lease agreement  <sup>pursuant to Article 3 of the agreement</sup> said buildings and improvements shall become the  
21 property of the Lessor, except as otherwise agreed in writing by the  
22 parties hereto.

23 ARTICLE 12. QUIET ENJOYMENT

24 The Lessor covenants and warrant that he possesses or represents  
25 all interests, proprietary and otherwise, in the premises and that the  
26 Government shall peacefully and quietly have, hold and enjoy the use  
27 thereof during the existence of this lease agreement and any extension  
28 thereof without any let or hinderance.

29 ARTICLE 13. WARRANTY OF OWNERSHIP

30 Lessor expressly agrees to indemnify and hold the Government  
31 harmless from all suits, claims and demands of ownership made against  
32 the Government because of this conveyance and agrees to satisfy fully  
33 all other persons having ownership interests in the premises as their

1 interest may appear under Yapese custom or otherwise.

2 ARTICLE 14. RESPONSIBILITY FOR DAMAGE OR INJURY: OBSERVANCE OF LAWS

3 The lessor shall not be responsible for any injury to persons  
4 and damage to and loss of use or enjoyment of ~~private~~ property arising  
5 from the use and occupancy of the premises by the Government. The  
6 Government shall perform under this Lease Agreement strictly in  
7 accordance with all laws applicable under Title 1, Chapter 5 of the  
8 Trust Territory Code (1970), including but not limited to the law of  
9 Nuisance.

10 ARTICLE 15. NOTICES

11 Any notice or demand required to be given or served on either  
12 party to this lease agreement shall be in writing and forwarded by  
13 registered mail <sup>in</sup> return receipt requested as follows:

14 For the Government

15 The High Commissioner  
16 Trust Territory of the Pacific Islands  
Saipan, Mariana Islands 96950

~~(via air mail)~~

17 and the

18 District Administrator  
19 Trust Territory of the Pacific Islands  
Yap District 96943

20 The Lessor

21 Figirag  
22 The Rull Municipal Building  
Balabot Village  
23 Yap Islands 96943

and the

*Chairman  
Resumen Council Committee of Paul*

24 ARTICLE 16. RENEGOTIATIONS

25 The Lessor agrees with the Government that at the end of the  
26 original term of this Lease Agreement, if the Government exercises its  
27 conditional option to extend, as agreed to in Article 3, the minimum  
28 annual rental and severance fee required shall be negotiated in good  
29 faith between the two parties. It is further agreed that the minimum  
30 annual rental shall be negotiated solely on the market value of the  
31 unimproved Premises at the time of renegotiation.

32 If the parties hereto fail to reach an agreement as to the minimum  
33 annual rental and severance fee payment for any extension of this

1 Lease Agreement, the matter shall be referred to arbitration in accordance  
2 with Article 17.

3       Upon the parties reaching an agreement as to the minimum annual  
4 rental and severance fee, this lease agreement shall be duly amended  
5 to incorporate the applicable reversions during the extended term.

6 ARTICLE 17. ARBITRATION

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

24 ARTICLE 18. TERMINATION BY DEFAULT OF GOVERNMENT

25       If the Government should breach, or be in default in performing  
26 any of the terms and provisions of this lease agreement, the Lessor  
27 shall give notice in writing by registered mail of such default or  
28 breach, and if the Government shall fail to cure such default or  
29 breach within thirty (30) days after the receipt of such notice, or shall  
30 fail in that time to commence to cure a default or breach, which would  
31 require more than thirty (30) days, and to give the Lessor a full  
32 written explanation of the defaulting or breaching conduct and a  
33 detailed plan and time schedule for the cure thereof, or shall fail to

1 comply with such a plan or cure with all reasonable speed, then and in  
2 any such event, the Lessor shall have the option of terminating this  
3 lease agreement or extension thereof by serving ~~a~~-written notice of  
4 termination by ~~registered~~ MAIL upon the Government.

5 This lease shall expire on the date the Government receives the  
6 notice of termination as if that date had been originally fixed as the  
7 expiration date of the term herein granted.

8 ARTICLE 19. TAXES AND ASSESSMENTS, UTILITY CHARGES

9 The Government further agrees to pay all taxes, utilities,  
10 assessments, special assessments and all other charges and liens of  
11 any and every kind which may be levied, assessed or imposed on the  
12 premises or any part thereof or on any buildings or improvements  
13 situated thereon during the term of this lease agreement or extension  
14 thereof.

15 ARTICLE 20. HOLD OVER

16 If the Government shall remain in possession after the expiration  
17 of the term of this lease agreement or any extension thereof, with the  
18 Lessor's acquiescence, the Government shall be deemed to be a tenant on  
19 a year to year basis and there shall be no renewal of this lease  
20 agreement by operation of law. Any year-to-year tenancy may be  
21 terminated by the Lessor by written notice to the Government within no  
22 less than thirty (30) days prior to the end of the tenancy year.

23 ARTICLE 21. TERMINATION BY GOVERNMENT

24 The Government may at any time terminate this lease agreement  
25 or any extension thereof by giving written notice to the Lessor one  
26 hundred and eighty (180) days in advance of the date the Government  
27 desires to terminate. Provided, however, that any date of termination  
28 shall be on the last day of a quarterly month as defined in Article 6  
29 hereof; and, that the Government shall have paid in full all rental  
30 and other payments due hereunder up to and including the day of  
31 termination; and the Government shall have complied in full with  
32 provisions of this lease agreement regarding the conditions of the  
33 premises upon termination.

1 ARTICLE 22. CONDITION OF PREMISES ; *GRAVES*

2 It is acknowledged by the parties hereto that there are no growing  
3 valuable trees or crops existing on the Premises as of the date of this  
4 lease agreement. *If the Government discovers*

5 ARTICLE 23. DESTRUCTION OF AGRICULTURAL CROPS AFTER CONSTRUCTION

6 The Lessor understands and agrees that the Government will not be  
7 responsible to compensate the Lessor for the destruction or removal of  
8 growing agricultural trees and crops planted within the term of this  
9 agreement and any such trees and crops are planted at the Lessors own  
10 risk.

11 ARTICLE 24. INTERPRETATION AND LAW GOVERNING

12 The language in all parts of this lease agreement shall in all  
13 cases be construed simply, according to its fair meaning, and not  
14 strictly for or against the Government or the Lessor. The lease  
15 agreement shall be governed by the laws of the Trust Territory of the  
16 Pacific Islands.

17 ARTICLE 25. GOVERNMENT REPRESENTATIVE

18 The authorized representative of the Government for the purposes  
19 of this lease agreement shall be the District Administrator, Yap District,  
20 or such other person as the High Commissioner may designate in writing  
21 as provided herein.

22 ARTICLE 26. LEASE AGREEMENT COMPLETE

23 It is hereby expressly agreed that this lease agreement contains  
24 all of the terms, conditions and agreements between the parties relating  
25 to the premises and that no prior or collateral oral or written  
26 understanding or agreement pertaining to premises shall be valid or of  
27 any force or effect and that the terms and conditions of this lease  
28 agreement cannot be altered, changed or modified except in writing  
29 signed by the parties hereto.

30 ARTICLE 27. LEASE AGREEMENT BINDING

31 It is agreed that the stipulations and conditions contained in  
32 this lease agreement shall be binding upon the heirs, legal  
33 representatives, successors and assigns of both parties.

1 ARTICLE 28. RETURN OF PREMISES

2 Upon the termination of this Lease Agreement by either party,  
3 the Government shall (1) be required to ~~reasonably~~ fill and contour the  
4 Premises in accordance with the <sup>reasonable</sup> directions of the Lessor, (2) shall  
5 otherwise leave the Premises in a sanitary, orderly condition, and  
6 (3) unless otherwise advised in writing by the Lessor shall restore the  
7 surface of the Premises to capability for sustaining plant and tree  
8 life at least equivalent to the capability existing at the time of  
9 execution <sup>and</sup> of this Lease Agreement, provided that the Government shall  
10 not be required to transport any additional material to the Premises  
11 for any purposes other than that specified in clause (3) of this Article.

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

14  
15 LESSOR GOVERNMENT OF THE  
16 TRUST TERRITORY OF THE PACIFIC ISLANDS

17  
18 \_\_\_\_\_ By: \_\_\_\_\_  
19 Figirag Wyman X. Zachary  
Director, Resources & Development

20 \* \* \* \* \*

21 ACKNOWLEDGMENT

22 TRUST TERRITORY OF THE PACIFIC ISLANDS)  
23 YAP DISTRICT ) ss

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

29 IN WITNESS WHEREOF, I hereunto set my hand and seal.

30  
31 \_\_\_\_\_  
32 Notary Public

33 My commission expires on \_\_\_\_\_

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CERTIFICATION AS TO TRANSLATION

I, Edward Fitlog, Realty Specialist for the Yap District Office of Land Management, 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 of provisions of the lease agreement asked by and to the complete satisfaction of the above named Lessor; that the above named Lessor indicated to me that <sup>he</sup> ~~they~~ understood fully <sup>my interpretation and translation</sup> ~~the contents~~ 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\_\_\_\_\_.

\_\_\_\_\_  
Edward Fitlog

APPROVED FOR THE DIVISION  
OF LANDS AND SURVEYS

APPROVED FOR THE DISTRICT  
OFFICE OF LAND MANAGEMENT

By: \_\_\_\_\_  
Kozo Yamada  
Chief, Lands and Surveys

By: \_\_\_\_\_  
Michael H. Allen  
District Land Management Officer

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

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

APPROVED AS TO FORM

APPROVED FOR THE YAP DISTRICT

By: \_\_\_\_\_  
Richard I. Miyamoto  
Attorney General

By: \_\_\_\_\_  
Leonard Q. Aguigui  
District Administrator

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

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

APPROVED FOR DISTRICT  
PUBLIC WORKS

APPROVED FOR THE ~~LAND~~ RESOURCES  
CONTROL COMMITTEE OF RULL

By: \_\_\_\_\_  
Marcelino Melairel  
Acting District Director  
of Public Works

By: \_\_\_\_\_  
Martin Gargog  
Chairman

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

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

\*\*\*\*\*

RECORDING OF LEASE AGREEMENT

Filed and Recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ at \_\_\_\_\_ A.M./  
P.M. this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

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

(12)

LAW OFFICES OF  
**MICRONESIAN LEGAL SERVICES CORPORATION**  
ATTORNEYS AND MICRONESIAN COUNSELORS  
CABLE ADDRESS: MICROLEX

THEODORE R MITCHELL  
EXECUTIVE DIRECTOR  
EDWARD C KING  
DEPUTY DIRECTOR  
ROHAN T TUDELA  
COMPTROLLER  
LORENZO L G CABRERA  
PROGRAM ADMINISTRATOR  
GIDEON K DOONE  
ANDREW FIGUEROA

JOHNES KANICHY  
FREDERICK S LIEBER  
ALAN S LIEBERMAN  
DANIEL MCHMEERIN  
SIGNAD MACHMEERIN  
DENNIS F OLSEN  
KATUMOTO RENGULBAI  
NANDY G SELFIS  
TONY VILLANUEVA  
SAMUEL WITHERS, III  
DANIEL F AQUINO  
JOHN O NGIRAKED  
ALBERT R SNYDER  
HARLET J BARRY, II  
JAMES E DUGGAN  
MICHAEL UNDER  
OLIVER G RICHETSON  
ALAN B BURDICK

CENTRAL OFFICE  
POST OFFICE BOX 840  
DAPUN, MARANA ISLANDS 96940  
TELEPHONE 8288

TAJAU OFFICE  
POST OFFICE BOX 87  
KOROR, PALAU  
WESTERN CAROLINE ISLANDS 96940

MARSHALLS OFFICE  
POST OFFICE BOX 376  
WAIJURO  
MARSHALL ISLANDS 96960

TRUK OFFICE  
POST OFFICE BOX 0  
NOEN, TRUK  
EASTERN CAROLINE ISLANDS 96942

PONAPE OFFICE  
POST OFFICE BOX 08  
NOLONA, PONAPE  
EASTERN CAROLINE ISLANDS 96944

MARNAKS OFFICE  
POST OFFICE BOX 808  
DAPUN, MARANA ISLANDS 96941  
TELEPHONE 8241

NOF OFFICE  
POST OFFICE BOX 204  
CELOMA, NAP  
WESTERN CAROLINE ISLANDS 96944

REPLY VIA AIR MAIL TO Yap Office

February 26, 1973

Mr. Michael Allen  
Land Management Officer  
Colonia, Yap 96943

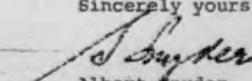
Reference: Y-0016

Dear Mike:

Enclosed are the Lessor's amendments to the proposed Fedoor Quarry Lease Agreement which we have most lately discussed on February 16th and 23rd. The Lessor's amendments are keyed to the 1969 Ponape agreement and are in addition to your penciled alterations of that agreement.

We suggest that the Government prepare the next draft of the agreement by incorporating those amendments found acceptable as well as any further changes contemplated by the Government. We can then attempt to resolve any remaining questions, some of which are referred to in the Lessor's amendments and others which we have discussed.

Sincerely yours,

  
Albert Snyder  
Attorney

Enclosures

cc: Chairman, Rull Resources Control Committee  
Magistrate of Rull

QUARRY LEASE - FEDOOR VILLAGE

LESSOR'S AMENDMENTS

February 23, 1973

PAGE ONE

- 1  
2 (1) 8\* Amend "the legal owner" to "Pilung".  
3 (2) 10. Insert after "purposes": "stipulated in this  
4 agreement".  
5 (3) 11. Amend to "WHEREAS, representatives of the parties  
6 have met and negotiated and the parties have agreed  
7 to the use of".

PAGE TWO

- 8  
9  
10 (4) 6. Add "; REVISION OF RENTAL AND FEE".  
11 (5) 7. Insert before "The": "Provided that agreement can be  
12 reached between the parties concerning revision of  
13 the amount of minimum annual rental and severance  
14 fee applicable during the extended term,".  
15 (6) 7. Insert after "the"<sup>1</sup>(second appearing): "conditional".  
16 (7) 9. Insert after "herein": ", with the sole exception of  
17 the amount of minimum annual rental and severance fee,  
18 revised pursuant to this Article".  
19 (8) 10. Insert after "this": "conditional".  
20 (9) 11. Amend "intention" to "desire".  
21 (10) 12-13. Delete "or first extension thereof".  
22 (11) 13. Add "From the time of notification by the Government  
23 of its desire to extend, the parties shall negotiate  
24 a revision of the amount of minimum annual rental  
25 and severance fee specified in Article 5 of the lease  
26 agreement. If the parties reach an agreement  
27 concerning the revision, the lease agreement shall be  
28 duly amended to incorporate the revised rental and  
29 fee applicable during the extended term. If the  
30 parties cannot reach an agreement concerning the  
31 revision, the lease agreement shall terminate on  
32 June 30, 1983".

\* indicates line number of draft agreement.



1 (23) 23-25. Amend the remainder, of the sentence appearing after  
2 "submit" to "verified copies of such records accom-  
3 panied by a written summary based on the records  
4 indicating by categories the total volume of material  
5 recorded and the total severance fee due Lessor for  
6 the preceding quarter".

7 (24) 29. Delete "which consent shall not be unreasonably  
8 withheld".

*We have except certain exceptions involving  
the United States Government or any  
commercial enterprise.*

PAGE FOUR

11 (25) 14-16. Amend the remainder of the sentence appearing after  
12 "construct" to "on the premises the following  
13 structures and no others, the total floor area of  
14 which shall not exceed 600 square feet: one storage  
15 building and one dispatcher's office." [Further  
16 provision to be considered to meet additional storage  
17 needs of the Government.]

18 (26) 19. Insert after "agreement": "or any extension thereof".

PAGE FIVE

21 (27) 2. Add "The foregoing definition is not intended, and  
22 shall not be construed, to enlarge the scope of use  
23 by the Government under the lease agreement."

24 (28) 3. Insert after "improvements": "other than trade  
25 fixtures, equipment, and machinery."

26 (29) 5. Insert after "but": "any such building or improvement  
27 once affixed may not be removed from the premises  
28 without the written permission of the Lessor, and".

29 Delete ", " (second appearing).

30 (30) 18. Amend "agree" to "agrees".

31 (31) 21. Add ", OBSERVANCE OF LAWS".

32 (32) 23. Insert after "to": "and loss of use or enjoyment of,"

- 1 (33) 24. Add "The Government shall perform under the lease  
 2 agreement strictly in accordance with all law applicable  
 3 under Title 1, Chapter 5 of the Trust Territory Code  
 4 (1970), including but not limited to the Law of  
 5 Nuisance".
- 6 (34) 29. Delete "air".
- 7 (35) 32. Add "(via air mail)".

8  
 9 PAGE SIX

- 10 (36) 3. Amend "for the Lessor" to "The Lessor".
- 11 (37) 4-5. Insert "The Rull Municipal Building Balabat Village  
 12 Yap Islands 96943".
- 13 (38) 7. Amend "be in default in performing" to "breach, or be  
 14 in default in performing,".
- 15 (39) 9. Delete "by registered air mail".
- 16 (40) 9. Insert after "default": "or breach".
- 17 (41) 10. Insert after "default": "or breach".
- 18 (42) 12. Insert after "default": "or breach".
- 19 (43) 12. Insert after "days": "and to give the Lessor a full  
 20 written explanation of the defaulting or breaching  
 21 conduct and a detailed plan and time schedule for  
 22 the cure thereof, or shall fail to comply with such  
 23 a plan or cure with all reasonable speed".
- 24 (44) 15. Delete "by registered mail".
- 25 (45) 31. Add "Any year-to-year tenancy may be terminated by the  
 26 Lessor by notice to the Government within no less than  
 27 thirty (30) days prior to the end of the tenancy year."

28  
 29 PAGE SEVEN

- 30 [(46) 10-21. Provision to be made for identification of extant  
 31 graves and liquidated damages in the event of destruc-  
 32 tion of graves by the Government during the lease.]

1 7) 33. Insert after "Lessor": "except in the case of an  
2 ambiguous meaning which shall in accordance with  
3 2. judicial precedent be construed strictly against  
4 the Government as draftsman of the agreement and  
5 offeror".  
6

7 PAGE EIGHT

8 (48) 2. Add "The written lease agreement appears, and is  
9 executed, in comparative Yapanese and English language  
10 versions which are intended by the parties to express  
11 as nearly as possible identical statements of the  
12 7. agreement. The two language versions are equivalent  
13 in force and effect and neither shall be considered  
14 superior to the other in any construction of the  
15 agreement which shall be accomplished by comparison  
16 of the two versions."

17 (49) 21-29. Amend to "Upon termination of the lease agreement by  
18 either party the Government shall (1) fill in and  
19 contour the premises strictly in accordance with the  
20 direction of the Lessor, (2) shall otherwise leave  
21 the premises in a sanitary, orderly condition, and  
22 (3) shall restore the surface of the premises to  
23 capability for sustaining plant and tree life at  
24 least equivalent to the capability existing at the  
25 time of execution of the lease, provided that the  
26 Government shall not be required to transport any  
27 additional material to the premises for any purposes  
28 other than that specified in clause (3) of this  
29 Article."  
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PAGE NINE

- (50) 6. Delete "by".
- (51) 20. Add "Approved for the Rull Resources Control Committee"

\_\_\_\_\_  
Martin Gargog  
Chairman

PAGE TEN

- (52) 1-18. Provision to be made amending the Certification to conform to Article 22 as amended.]

LAW OFFICES, MICROSIAN LEGAL SERVICES CORPORATION

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : Chief, Lands & Surveys

DATE: December 21, 1972

FROM : District Administrator, Yap

SUBJECT: Pedoor Rock Quarry; settlement of claims on damages to graves

Reference is made to our discussion in your office during my trip to Saipan last month regarding the above subject. Specifically, we discussed the terms enumerated by Mr. Albert Snyder, OEO lawyer, in his letter to me of November 16, 1972, a copy of which was furnished you. At the conclusion of our discussion, you indicated your concurrence on the terms and further agreed that your staff will prepare the draft lease agreement. In the meantime, I indicated that I will attempt to resolve the matter of grave damages upon my return to the district.

Since my return I have met with the Magistrate of Rull Municipality, Mr. Fernando Falauath, and requested that he and his land owners and other directly concerned individuals come up with an assessment of the damages to graves since Mr. Snyder's letter did not mention any assessed value nor as to the number involved. Subsequent to my meeting with him, he met with his Rull Resources Committee and the concerned claimants of the damaged graves, conveying at the same time the results of our discussions in my office. Today, he met with me again to report the results of the meeting with his people with a ready offer of assessed value for settlement of the damaged graves. He indicated that there are at least 20 graves involved which could be identified (there may be more, but it is quite difficult to identify them since the quarrying operations during the construction of the present Yap airstrip destroyed all identifiable markings). He is requesting on behalf of the claimants compensation in the amount of Three Hundred (\$300.00) Dollars for the 20 graves inclusive. It is the feeling of this office that the requested compensation is quite reasonable and, therefore, should be given our favorable consideration and expeditious settlement.

Please advise me of your reaction to the above at your earliest convenience. Needless to say, I am very anxious to have the matter resolve so that the lease agreement could be finalized and our rock quarrying operation could commence.

*Leonard O. Aguigui*  
Leonard O. Aguigui

cc: District Land Management Officer, Yap



*Mr. New 178.12.5/178.74.5*

Chief, Lands & Surveys

December 21, 1972

District Administrator, Yap

Fadoor Rock Quarry; settlement of claims on damages to graves

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Leonard O. Aguilui

① District Land Management Officer, Yap

RECEIVED 2/12/73

2/14/73

AL SNYDER AND MYSELF ARE WORKING ON ROUGH  
DRAFT - AT THIS TIME - HOPE TO BRING SAME TO  
SAIPAN - LIKE

LAW OFFICES OF  
MICRONESIAN LEGAL SERVICES CORPORATION  
ATTORNEYS AND MICRONESIAN COUNSELORS

CABLE ADDRESS: MICROLAW

THEODORE R MITCHELL  
EXECUTIVE DIRECTOR  
EDWARD C KING  
DEPUTY DIRECTOR  
ROMAN Y TUDELA  
COMPTROLLER  
LORENZO L S CABRERA  
PROGRAM ADMINISTRATOR  
GIDEON H DOONE  
ANDREW FIJIRNAD

IOANES RANICHT  
FREDERICK S LEBER  
ALAN S MELERMAN  
DANIEL MONTERIA  
SCOTT MADRIERAN  
DENNIS F OLSEN  
RAZUMATO RENDUJABA  
RICHARD BELFUS  
TONY VILLALBUENA  
SAMUEL WITHERS III  
SERUEL S AGUINO  
JOHN J NGIRAKO  
ALBERT R SANDER  
HARLEY J LARRY III  
JAMES E DUGGAN  
MICHAEL UNDER  
OLIVER S BRANTON  
ALAN S BURDICK

CENTRAL OFFICE  
POST OFFICE BOX 826  
SANTA, MARINA ISLANDS 96960  
TELEPHONE 8228

MAIN OFFICE  
POST OFFICE BOX 97  
SANTA MARINA  
WESTERN CAROLINE ISLANDS 96940

MARKHAM OFFICE  
POST OFFICE BOX 376  
MARKHAM  
MARSHALL ISLANDS 96960

TRUK OFFICE  
POST OFFICE BOX 8  
WOLA TRUK  
EASTERN CAROLINE ISLANDS 96942

REPLY VIA AIR MAIL TO

POBAYS OFFICE  
POST OFFICE BOX 73  
KOLINGA MINAPE  
EASTERN CAROLINE ISLANDS 96941

MARSHALLS OFFICE  
POST OFFICE BOX 626  
SANTA MARINA ISLANDS 96960  
TELEPHONE 8243

YAP OFFICE  
POST OFFICE BOX 200  
COLINA YAP  
WESTERN CAROLINE ISLANDS 96943

Yap Office

November 16, 1972

Honorable Leonard Q. Aguigui  
District Administrator  
Colonia, Yap  
Yap, Western Caroline Islands

Reference: Y-0016

Dear Mr. District Administrator:

I am responding on behalf of the Rull Resources Committee concerning the Government's most recent offer for Government use of the Fedoor site for quarry operations conveyed to me in my conversations with you and your staff on October 13, and 17, 1972.

The Committee is authorized by the landowners and Filung to negotiate use rights in the land. The following is the Committee's position. The relevant articles of the draft agreement are referred to parenthetically:

1. Term (Articles 2 and 3) The Committee accedes to the Government's request for a ten year lease with an option to renew for a further ten years upon re-negotiation as to rental and royalties.
2. Payment (Articles 5 and 6) The Committee further accedes to the royalty rate offered by the Government of 10¢ and 15¢ per cubic yard, subject to paragraph 7 below and refinement of the contractual language defining the categories of material, and subject to the conditions that no dirt or top-soil be removed from the site and that large uncrushed rocks removed from the site will be valued at the higher royalty rate.

Honorable Leonard Q. Aguigui  
Page 2  
November 16, 1972

In return for the above concessions as to term and royalty payments the Government would increase its offered yearly rental during the initial ten year period to \$120.00 payable at the commencement of the lease and every year thereafter.

3. Termination (Article 14) Lessee shall have thirty days to cure its absent or defective performance.
4. Purpose (Article 4) Lessor's use shall be limited solely to the uses prescribed in Article 9.
5. Lessor (Recital) Lessor shall be the Pilung of the land, Figirag.
6. Graves The Committee conducted a special hearing of its own on the land on November 14, 1972, at which it requested the tenants of the land to name the persons whose graves, situated on the land, were demolished or covered over by a Government bulldozer during quarry tests in 1966-67. Naming in this manner is a serious procedure, and at the hearing the names were given. The Committee is taking further steps to ascertain the certainty of the the grave disturbance, the precise numbers involved, and the descendants to whom reparation should be made. While the Committee realizes that this matter could be the subject of a separate claim for damages, it wishes that all Government payments for grave-disturbance on the land under a properly substantiated claim be made as a condition to the execution of the lease.

Article 20 (future disturbance of graves) must be altered so that it is assured that no disturbance will occur, and if it should occur, a sum of liquidated damages will be automatically paid by the Government.

7. Price of Gravel to Public The disparity between the royalty paid the Lessor for gravel and the price charged the public (currently \$8.00 per yard) leads the Committee to require either a reduction in the price to the public or an increase in the royalty rate. The Committee realizes that the Government attempts to recover its extraction expenditure in its

Honorable Leonard Q. Aguigui

Page 3

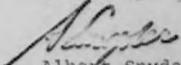
November 16, 1972

price to the public, and further realizes that the Government's processing costs utilizing the rock crusher at the quarry site may be reduced to as little as one-third of its present expenses. Accordingly, a contractual provision should be added to control the government price of gravel to the public commencing at a maximum of \$6.00 per yard. The provision should also cover the price of other materials sold from the quarry.

8. Other Provisions. Other alterations of substance and language in the draft agreement can be made prior to translation and execution.

The Committee understands that in your up-coming visit to Saipan you will take the opportunity to discuss the quarry project and proposed lease with Headquarters personnel and will await word from you following your return.

Sincerely,

  
Albert Snyder  
Attorney

cc: Chairman, Rull Resources Committee

AS/ft

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R 062322Z OCT 71  
FM HICOMTERPACIS SAIPAN  
TO DISTAD YAP  
GRNC

OCT 71 ORIG.....C/L&S  
INFO.....D/RD

BT

PASS TO LAND MANAGEMENT. SUBJECT LEASE OF PRIVATE LAND FOR ROCK QUARRY AND REFERENCE YOUR QUERY AS TO ROYALTIES PAID IN OTHER DISTRICTS. ONLY SIMILAR SITUATION OF IT LEASING PRIVATE LAND FOR QUARRY IS IN PONAPE WHERE 5 CENTS PER CUBIC YARD ROYALTY FEE IS PAID FOR UNPROCESSED AND UNCRUSHED MATERIAL AND 10 CENTS PER CUBIC YARD ROYALTY FEE IS PAID FOR PROCESSED MATERIAL. DILLINGHAM LEASES PUBLIC LAND IN PALAU AND MARIANAS FOR QUARRYING PURPOSES. ROYALTY FEES PAID BY DILLINGHAM TO IT ARE IDENTICAL TO THOSE IN PONAPE. NUMEROUS QUARRY PERMITS HAVE ALSO BEEN GRANTED TO UNITED STATES TO QUARRY OFFSHORE AREAS IN THE KWAJALEIN LAGOON. STRAIGHT 5 CENTS PER CUBIC YARD ROYALTY FEE IS CHARGED. HQLS

BT

NNNN

Yapi 0047

SEP 71 ORIG.....ATTY GEN  
INFO.....C/L&S

ZCZC HSA002/16/TC  
P 160055Z-SEP 71  
FM HICONTERPACIS SAIPAN  
TO DISTAD YAP  
GRNC

BT  
REUR MEMO 31 AUGUST 1971 UR SERIAL LMYO 459, SUBJECT FEDOOR ROCK  
QUARTY LEASE AGREEMENT. WE HAVE REVIEWED SUBJ AGREEMENT AND ARE  
SATISFIED AS TO ITS LEGAL FORM. SUGGEST YOU HAVE AGREEMENT PLACED  
IN FINAL FORM AND EXECUTED BY GRANTOR, THEN TRANSMIT TO HQLS FOR  
PROCESSING. WE SHALL INDICATE OUR APPROVAL WHEN EXECUTED AGREEMENT  
IS ROUTED THIS OFFICE. ATTORNEY GENERAL MIYAMOTO  
BT

NNNN

DIVISION OF LANDS AND SURVEYS  
RECEIVED  
DISPATCH  
3262

RECEIVED  
SEP 16 1971  
MTC

Yap 0047 Info:

gap 0047

101

*Chief, Lands and Surveys*

Attorney General

August 31, 1971  
Serial 4870259

District Administrator, Yap

Fedeev Rock Quarry Lease Agreement, Yap Island, Yap District

Attached for your review as to form is a copy of a draft agreement for use to lease a rock quarry site in Fedeev village, Daligobinan, Yap Island, Yap District. By a copy of this memorandum, the Chief, Lands and Surveys is requested to also review the form of this agreement.

This agreement contains the same provisions as used in a similar lease agreement for a rock quarry in Pampa District. Articles 13 and 20 have been changed to reflect local site ownership conditions.

Please complete your review as soon as possible. District Public Works plans to move equipment onto this site within the next month.

Leonard O. Aguilid

Attachment: 2/2

cc: Chief, Lands and Surveys



*Samuel Paelt*

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

Lease of Private Land  
For  
Quarrying Purposes  
Yap Island, Yap District

THIS LEASE AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by and between the Government of the Trust Territory of the Pacific Islands,  
hereinafter referred to as Government, and \_\_\_\_\_ a citizen of the Trust  
Territory and a resident of Yap District, Trust Territory of the Pacific Islands,  
hereinafter referred to as Lessor.

WITNESSETH:

THAT WHEREAS, by Iapese custom concerning ownership, use, and inheritance of  
land, the Lessor has certain rights or interests in or claims to certain lands  
located in \_\_\_\_\_ Village, \_\_\_\_\_ Yap District, hereinafter referred to  
as "Premises", designated as Tract Number \_\_\_\_\_ and shown outlined in red on  
Division of Lands and Surveys Drawing Number \_\_\_\_\_, marked "Exhibit A",  
attached hereto and made a part hereof by reference, as attested to by  
"Statement of Ownership", marked "Exhibit B", attached hereto and made a part  
hereof by reference; and

WHEREAS, the Lessor desires to lease the premises to the Government and the  
Government desires to use the premises for quarrying and related purposes;

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 of that tract of land lying and situated in \_\_\_\_\_  
Village, \_\_\_\_\_ Yap District, Trust Territory of the Pacific Islands;  
to wit:

Tract Number \_\_\_\_\_, containing an area of \_\_\_\_\_ hectares  
( \_\_\_\_\_ acres), more or less,

together with all existing easements rights of way, improvements thereon and  
appurtenances thereto.

ARTICLE 2. TERM

TO HAVE AND TO HOLD for an initial term commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ at \_\_\_\_\_ o'clock midnight, unless sooner terminated or extended as herein provided.

ARTICLE 3. OPTION TO EXTEND

The Government shall at its sole discretion have the option to extend this lease agreement upon the same terms and conditions set out herein for two additional periods of \_\_\_\_\_ years each. In order to exercise this option the Government shall notify the Lessee in writing of its intention to so extend the lease agreement at least ninety (90) days prior to the expiration date of the original term or first extension thereof.

ARTICLE 4. PURPOSE

The Government may use the premises for any public purpose consistent with the laws of the Trust Territory of the Pacific Islands including but not limited to the following:

(a) to develop and operate a quarry and crushing plant for the processing of rock obtained from the Premises or elsewhere into aggregate and material for sale to the general public and for government and public use; and

(b) for the receiving, storing, manufacturing, handling, selling and delivering of rock, concrete, and asphalt products and products related thereto or associated therewith.

ARTICLE 5. RENTAL

The Government agrees to pay to the Lessee in lawful money of the United States of America the following rental:

- (a) Minimum Annual Rental: As the minimum rental for use of the Premises, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars per year; and
- (b) Severance Fee: As a royalty and severance fee, (1) the sum of five cents (\$.05) per cubic yard of any unprocessed and unwashed material removed from the premises and/or sold or used by the Government for its own operations; and (2) the sum of ten cents (\$.10) per cubic yard of all material processed and crushed on the premises and removed from the premises and/or sold or used by the Government for its own operations.

ARTICLE 6. RENTAL PAYMENTS; PLACE OF PAYMENT

Upon the execution of this lease agreement, the Government shall pay lessor the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars to cover rent due to lessors for the period of \_\_\_\_\_ to \_\_\_\_\_. Subsequently thereafter, the Government shall pay rent at the rate of \_\_\_\_\_ (\$ \_\_\_\_\_) per year which shall be paid in advance on the first day of July of each year.

The rental due Lessor as a royalty or severance fee shall be computed for the preceding quarter and paid on the first day of January, April, July and October of each year this lease agreement in force and effect.

All rental payments shall be made at the following place unless otherwise designated in writing by the Lessor:

District Finance Officer  
Office of the District Administrator, Yap  
Colonia, Yap District, 96943

#### ARTICLE 7. RECORDS

The Government at its District Public Works Office in Colonia shall maintain records for inspection by the Lessor showing the amount of material removed from the premises, sold to the general public and used by the Government. With each quarterly rental payment (royalty and severance fee), the Government shall submit a brief report to the Lessor showing the amount of material removed from the premises, sold and used by the Government during the preceding quarter.

#### ARTICLE 8. ASSIGNMENT

The Government may not assign or sublet the premises hereunder, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, but the obligations of Government hereunder shall not be extinguished by such assignment. Any such assignment or subletting, except as herein above mentioned, without such consent shall be void and shall at the option of the Lessors terminate this lease agreement.

#### ARTICLE 9. USE OF THE PREMISES

The Government shall enter and occupy the premises on the date this lease agreement is executed and commence the operation of a quarry and crushing plant.

#### ARTICLE 10. CONSTRUCTION OF IMPROVEMENTS; MAINTENANCE OF PREMISES

During the existence of this lease agreement or extension thereof, the Government shall have the right to construct buildings, install machinery equipment and facilities, and make other improvements or install structures on the premises as it may see fit. All improvements so placed on the premises shall be and remain the property of the Government during the existence of this lease agreement or any extension thereof. The Government shall, at all times during the term of this lease agreement and 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.

#### ARTICLE 11. EQUIPMENT, MACHINERY AND TRADE FIXTURES

All trade fixtures, equipment and machinery installed in or attached to the premises by the Government shall be the property of the Government during the term of this lease agreement or any extension thereof, and upon the expiration of this lease agreement they may be removed from the premises by the Government.

The term trade fixtures, equipment and machinery shall include but is not limited to concrete and asphalt batch plants, conveyors, silos, heating tanks, screens, pug mills or mixers, elevators, jaw and roll crushing equipment, screen deck, conveyor belts, diesel and gasoline engines, feeders, and other machinery ordinarily associated with the crushing, processing and manufacturing of rock, concrete and asphalt products.

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 or any extension thereof, but, upon the expiration 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 12. QUIET ENJOYMENT

The Lessor covenants that the Government, upon paying the rent required herein and upon fulfilling all the conditions and agreements required of the Government by this lease agreement, shall and may peacefully and quietly have, hold, use, occupy, possess, and enjoy the premises during the existence of this lease agreement and any extension thereof without any let, suit, hindrance, eviction, ejection, molestation, or interruption whatsoever of or by the Lessor, or by any person lawfully claiming by, from, under, or against the Lessor.

#### ARTICLE 13. WARRANTY OF OWNERSHIP

The Lessor covenants and warrants that he (she) is the true and lawful owner of the premises under Yapese custom as indicated on the "Statement of Ownership", attached hereto and incorporated by reference herein as "Exhibit B"; that he (she) possesses or represents all ownership, use, and inheritance rights by Yapese custom to the premises; that there are no claims, liens, or encumbrances against the premises; and that he (she) has good right to lease the premises to the Government.

#### ARTICLE 14. RESPONSIBILITY FOR DAMAGE OR INJURY

The Lessor shall not be responsible for any injury to persons and damage to private property arising from the use and occupancy of the premises by the Government.

#### ARTICLE 15. NOTICES

Any notice or demand required to be given or served on either party to this lease agreement shall be in writing, hand delivered and receipt acknowledged as follows:

For the Government

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

For the Lessor

ARTICLE 16. TERMINATION BY DEFAULT OF GOVERNMENT

If the Government should be in default in performing any of the terms of this lease agreement, the Lessor shall give notice in writing of such default, and if the Government shall fail to cure such default within sixty (60) days after the receipt of such notice, or shall fail in that time to commence to cure a default which would require more than sixty (60) days, then and in any such events, the Lessor shall have the option of terminating this lease agreement or extension thereof by serving a written notice of termination upon the Government.

This lease 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 17. TAXES AND ASSESSMENTS, UTILITY CHARGES

The Government further agrees to pay all taxes, utilities, assessments, special assessments and all other charges and liens of any and every kind which may be levied, assessed or imposed on the premises or any part thereof or on any buildings or improvements situated thereon during the term of this lease agreement or extension thereof.

ARTICLE 18. HOLD OVER

If the Government shall remain in possession after the expiration of the term of this lease agreement or any extension thereof, with the Lessor's acquiescence, the Government shall be deemed to be a tenant on a year to year basis and there shall be no renewal of this lease agreement by operation of law.

ARTICLE 19. TERMINATION BY GOVERNMENT

The Government may at any time terminate this lease agreement or any extension thereof by giving written notice to the Lessor one hundred eighty(180) days in advance of the date the Government desires to terminate. Provided, however, that any date of termination shall be on the last days of a quarterly month as defined in Article 6 hereof; and, that the Government shall have paid in full all rental and other payments due hereunder up to and including the day of termination; and the Government shall have complied in full with provisions of this lease agreement regarding the conditions of the premises upon termination. Lessor shall refund to the Government any unused advance rental payment.

ARTICLE 20. CONSTRUCTION DAMAGE BY GOVERNMENT

The Lessor agrees that the location of all graves on the premises are shown on Drawing No. \_\_\_\_\_ attached hereto as Exhibit A. 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 these graves. If the Government determines that it is necessary to construct quarrying facilities on or near the site of said graves, or that quarrying operations will disturb said graves, it will give the Lessor thirty (30) days notice to move the graves 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 graves not shown on Exhibit A.

ARTICLE 21. INTERPRETATION AND LAW GOVERNING

The language in all parts of this lease agreement shall in all cases be construed simply, according to its fair meaning, and not strictly for or against the Government or the Lessor. The lease agreement shall be governed by the laws of the Trust Territory of the Pacific Islands.

ARTICLE 22. GOVERNMENT REPRESENTATIVES

The authorized representative of the Government for the purposes of this lease agreement shall be the District Administrator, Yap District, or such other person as the High Commissioner may designate in writing as provided herein.

ARTICLE 23. 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 or collateral oral or written understanding or agreement pertaining to 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 24. LEASE AGREEMENT BINDING

It is agreed that the stipulations and conditions contained in this lease agreement shall be binding upon the heirs, legal representatives, successors and assigns of both parties.

ARTICLE 25. LEASE AGREEMENT TRANSLATED, <sup>VERSION</sup> ~~ENGLISH~~ GOVERNING

This Lease Agreement has been executed by the parties hereto in the English and Yapese languages. Should any question arise about the meaning of the languages used herein, it is understood that the English version of the Agreement governs.

ARTICLE 26. RETURN OF PREMISES

Upon the termination of this lease agreement, the Government agrees to fill in and eliminate any noticeable holes, pits or depressions created by quarrying below the elevation of the surrounding level terrain.

The Government further agrees to spread out and distribute evenly upon the surface any material or aggregate left standing in piles or additional steps as may be necessary to leave the premises in a neat, orderly and reasonably level condition.

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

Approved as to form

LESSOR

\_\_\_\_\_  
Attorney General

By: \_\_\_\_\_

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

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

Approved for the Division of  
Lands and Surveys

GOVERNMENT OF THE TRUST  
TERRITORY OF THE PACIFIC  
ISLANDS

\_\_\_\_\_  
Chief, Lands and Surveys

By: \_\_\_\_\_

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

Contracting Officer for the  
High Commissioner, by direction  
Date: \_\_\_\_\_

Approved for the Yap District

\_\_\_\_\_  
District Administrator

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

CERTIFICATION AS TO TRANSLATION

I, \_\_\_\_\_, an employee of the Trust Territory Government, 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 of provisions of the lease agreement asked by and to the complete satisfaction of the above named Lessor; that after translating the within lease agreement, I carefully compared the English and Yapese versions and find that they are substantially equivalent in language and meaning; that the above named Lessor indicated to me that he (she) understood fully the contents of the within Indenture and that he (she) executed the same as his (her) free act and deed.

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

CERTIFICATION AS TO OWNERSHIP

I, \_\_\_\_\_, Acting District Land Management Officer for Yap District, Trust Territory of the Pacific Islands, do hereby certify that I have personally or members of my staff under my direction have, diligently investigated ownership to the tract of land described in the within lease agreement including:

- (1) a study of available records;
- (2) a physical inspection of the land; and
- (3) discussions with persons who have knowledge about the ownership of the land, and on the basis of such investigation and examination, I am of the opinion that the person who signed the foregoing lease agreement is the lawful owner of the land described therein or authorized in accordance with custom to act for and represent the lawful owners and as such can bind the lawful owners.

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

\_\_\_\_\_  
Acting District Land  
Management Officer, Yap

ACKNOWLEDGEMENT

TRUST TERRITORY OF THE PACIFIC ISLANDS, YAP DISTRICT

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

RECORDING OF LEASE AGREEMENT

Filed and Recorded in book \_\_\_\_\_, Page \_\_\_\_\_ at \_\_\_\_\_ A.M./P.M.  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

24 5 15 P. 64.81

Director of Public Works

March 25, 1971  
Serial:LS8614  
File:Yap 0044/004  
0048

Chief, Lands and Surveys

**Cancellation of certain Job Orders in connection with  
Capital Improvement Program**

Reference is made to recent conversation Philippo/Fecht concerning three outstanding Job Orders issued in 1969 for Yap District Land Management services in connection with the Capital Improvement Program. This office queried Yap to determine their intention and reply dispatch R03233E March 71 (copy attached) indicates they should be cancelled with no changes made against your account.

Accordingly, please cancel the following Job Orders:

<u>Number</u>	<u>Project</u>	<u>Amount</u>
0-70-54	New Public Works Center	\$ 1,664.00
0-70-55	New Quarry Site	1,664.00
0-70-56	New High School	2,730.00

Maynard Neas  
for Paul D. Dennis

Attachment:  
Copy of dispatch

MARCH 71 ACTION.....C/LSE  
INFO.....D/RT

ZCZC 5.2 0074/000  
CNR  
R 000037Z MAR 71  
FM DISTAB YAP  
TO NICOSIA/PRCIS SAIPA

**ACTION**

BT  
FOR CMT 0400. AUCH FILE 03 MAR 71. SERIAL 5441. SUBJECT:  
UNLIDATED OBLIGATIONS FOR THE ORDERS FOR LAND MANAGEMENT SUPPORT  
CAPITAL IMPROVEMENT PROGRAM. PLS CANCEL OR SUSPIT JOG COMPLETION.  
NOTICES WITH NO CHARGES AGAINST THESE ACCOUNT NUMBERS. D/RT AD.  
BT

Mar 4 02 46 U

02 46 U

UNCLAS

DIVISION OF LANDS AND SURVEYS  
UNCLAS 2981



0044/0047/0048

District Administrator, Yap  
For: Acting District Land Management Officer

Chief, Lands & Surveys

Unliquidated Obligations in connection with various  
Job Orders issued for Land Management support to the  
Capital Improvement Program

Headquarters Finance has recently advised this Office that  
unliquidated obligations remain for three job orders issued in  
connection with Land Management support to the Capital Improvement  
Program. They are as follows:-

<u>Number</u>	<u>Project</u>	<u>Amount</u>
0-70-54	New Public Works Center	\$1,664.00
0-70-55	New Quarry Site	\$1,664.00
0-70-56	New High School	\$2,730.00

As the new public works center and high school projects are now  
complete, we intend to submit a completion notice. The quarry project  
is still in flux; and, hence, we will cancel the job order with your  
concurrence.

Please advise of any objections you have to the above as soon  
as possible.

Paul D. Dennis

Enclosures:

- (a) Copy of Finance Department Monthly Statement
- (b) Copies of referenced job orders

10/2/71

DPACHT:mpm

Job: 26, 1971  
Serial: L38441  
File: Yap 0044

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XO Yap 0043  
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FINANCE DEPARTMENT

MONTHLY REPORT OF UNLIQUIDATED OBLIGATIONS

AS OF Jan. 31, 1971

A/C or Project No. CI-1411-01

<u>Date of Last Posting</u>	<u>Reference</u>	<u>Supplier</u>	<u>Unliquidated Obligation</u>
5/26/70	Reqn. 1-70-11240	Asphalt Institute	\$ 24.00
12/31/70	Reqn. 171-14007	Property & Supply	31.40
12/31/70	Reqn. 171-15004	" & "	38.20
11/30/70	Reqn. 171-16021	" & "	37.42
12/31/70	Reqn. 171-17009	" & "	30.26
1/31/71	Prev. C-125-71	Ponape Prev.	1,365.00
1/31/71	Prev. 71-48	Agreement (Officer In Charge)	989.27
9/8/69	JO 0-70-54	Div. of Land Mgt.	1,664.00
8/8/69	JO 0-70-56	Div. of Land Mgt.	2,730.00
9/8/69	JO 0-70-55	Land Management Div.	1,664.00
1/31/71	RSA TT-71-1411-1	McAlister, Newville & Meyer	18,055.72

*Yap*

Above total agrees with ledger total \$82,404.19

District Administrator, Yap  
For: District Land Management Officer  
Chief, Lands & Surveys

**Request for Draft Quarry Lease Agreement**

Reference is made to dispatch R266151 March 1978 which requested a reference copy of the quarry lease agreement recently executed in the Pongpe District. Unfortunately, this agreement has not yet been executed, however, I am enclosing a copy of the latest draft of the agreement for your use.

I also refer you to memorandum Serial LMG557 sent to the District Land Management Officer, Yap on August 31, 1968 (copy attached) for further reference information.

(Witness S. Donda)  
for Paul D. Donda

Enclosure: Copy of draft quarry lease agreement

cc: District Land Management Officer, Yap

DPACHT:mpm

DPACHT  
Apr 11 1978  
Serial: LMG557  
File No: 9817

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Director / Superintendent, The District  
 Attn: Director and Management Office  
 // Director of Public Works

Enclosed for the Director's Office are to be prepared by the Director and Management Office for the capital improvement projects listed below:-

- C-10-24 - Public Works Garage Ward and Shop Area - Top
- C-10-25 - Garage Site - Top
- C-10-26 - Top High School - Top

Enclosed are the Capital Improvement Plan and Budget Capital Improvement Plan for the Top District, 1960-61 for the projects required by the Director and Management Office and approved by the Director for Public Works. The attached T.P.C.R.'s are your authorization to commence work on the projects. Upon the completion of each project kindly submit to this office a Completion Notice (T.P.C.R. with itemized charges. This office will then present the Completion Notice to the Commissioner for Public Works for acceptance and reimbursement.

Walter Davis

To: Director and Management Office, Top

Enclosure: See Table (C-10-24)

- C-10-24 - Public Works Garage Ward and Shop Area - Top
- C-10-25 - Garage Site - Top
- C-10-26 - Top High School - Top

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106

District Administrator, The  
New District Land Management Officer  
Land Management Officer (On Staff)

DPACHTZ/JR DANKON  
August 1968  
District Administrator  
Palmdale, Calif

Land for new Rock Quarry, The District

Reference is made to your memorandum Serial: 128870 dated July 24, 1968 concerning acquisition of land for a new rock quarry, The District.

Attached are <sup>four</sup> sample rock quarrying lease agreements:-

- (a) Lease of Public Land for Quarrying Purpose and a Concrete and Asphalt Products Plant, Palmdale Island, Palmdale District.
- (b) Lease of Private Land for Quarrying Purpose, Alford Municipality, Palmdale District.
- (c) Lease of Private Land for Quarrying Purpose, Orange Island, Orange District.
- (d) Agreement between US and Massachusetts Construction Company.

I believe the <sup>three</sup> ~~last~~ two agreements are better suited for your purpose, however, you may obtain more ideas from the first. Additional, again the latter two agreements are still in draft form and are presently in the respective districts for review. Some changes have been suggested by the Office of the Attorney General. The most important of these being that the yearly lease payment should be made at the beginning of each fiscal year instead of each year on the date of execution of the original agreement. Other suggestion related only to style.

Let us have a draft of your agreement for review and approval please.

William A. Danforth

Attachment: Copies of sample leases  
cc: District Land Management Officer, The District

DPACHTZ/JR DANKON

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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:  

**Quarry Site**
2. **CONSTRUCTION SCHEDULE:** As construction of this facility is to begin by  
1 Jan, 19 70, it is requested that the land be set aside by the  
Director of Land Management by 1 Jan, 19 70.
3. **PROJECT FUNDING:** The project is programmed to be funded in FY \_\_\_\_\_ and is  
expected to be completed at a cost of \$ \_\_\_\_\_.
4. **LOCATION:** This facility is to be constructed at:  
(a) District Yap  
(b) Island Yap  
(c) Municipality Ball  
(d) Village \_\_\_\_\_

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

5. **AREA REQUIRED:** The amount of land needed is (in acres): ± 12 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 guidebook see appendix B to Manual Chapter 485.1):  
Leasehold 10 years option for 10 additional

8. **FUNDS FOR ACQUISITION OF PRIVATE LAND:** Funds for the acquisition of private  
land have been allocated in the following amount:  
Project Account S-017    Amount \$ as necessary
9. **PLANNING:** The project conforms/does not conform to the District Master Plan.  
The siting has been approved by:  
(a) District Administrator: YES  NO   
(b) District Land Management Officer: YES  NO   
(c) Planning Coordinator: YES  NO   
(d) District Planning Commission: YES  NO

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

\* will be supplied when print machine is operable

10. ALTERNATIVE SITES: Attach sketches.

Alternative Site 1 (give explanation): None

Alternative Site 2 (give explanation): None

11. SURVEYING AND MAPPING SERVICES REQUIRED: The following survey information is desired - Specify in detail (indicate ~~days~~ surveys required by):

(1) PROPERTY (approximate site boundaries required should be indicated on sketch under number 3): Yes

(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 CD-011-01 Amount \$ As necessary

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:

The Public Works

Signed: Carl Smith  
(Commissioner/Department head only)

Title: Chief of Planning

Date: 13 August 1969

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



OFFICE OF THE  
DISTRICT ADMINISTRATOR

UNITED STATES DEPARTMENT OF INTERIOR  
TRUST TERRITORY OF THE PACIFIC ISLANDS

Yap District  
Western Caroline Islands  
96943

July 24, 1969  
Serial: LMYO276

To: Director of Land Management  
From: District Land Management Officer, Yap  
Thru: District Administrator *J. Kilian*  
Subject: Land Acquisition for Rock Quarry

District Public Works plans to reestablish quarrying operations at the site of Fedor Village rock quarry, west of the Yap airstrip. This quarry was used by Public Works as a source of fill material during construction of the Yap airstrip.

Apparently the Government had an oral agreement to use the quarry site only for the airstrip project. A June 18, 1969 letter from Yap Distad Halvorsen to the Deputy High Commissioner indicates that the owners agreed that the Government could use the land without compensation. He felt that there was no need for a written agreement since it was anticipated that the quarry would only be used for the airstrip project.

I plan to begin negotiation with the landowners to acquire rights for the Government to use this quarry.

Would you send me copies of some recent rock quarry agreements entered into by the Government. These would be helpful in negotiations and in preparing an agreement for use of this land. I am particularly interested in knowing how payments for the Government's use are to be determined. Is a yearly rent sufficient or should the owners be paid for the amount of rock removed? Should both forms of payment be used?

Any comments regarding this land acquisition are most welcome.

*J. Michael Kilian*  
J. Michael Kilian

cc: Commissioner for Public Works  
District Director of Public Works, Yap  
JMK/jt



7405

AGREEMENT

This agreement, made this 11<sup>th</sup> day of April, 1966,  
between the Government of the Trust Territory of the Pacific Islands,  
hereinafter referred to as "Government," represented by Col. H. Spivey,  
Contracting Officer, and Micronesian Construction Company,  
Inc., of Saipan, Mariana Islands, hereinafter referred to as Lessee.

WITNESSETH:

The Government, in consideration of the full performance of the Lessee's  
covenants and agreements as hereinafter set forth, does hereby lease to the  
Lessee the following described real estate, hereinafter called the premises:

Beginning at transportation station "noon", Saipan Islands, Mariana  
Islands District, located at co-ordinates 53-193-75 East and  
56-143-43 North, thence S 63-03-17E, 555.33 meters to corner 1;

thence S 01-28-00E, 250.02 meters to corner 2;

thence S 52-18-14E, 65.10 meters to corner 3;

thence S 61-37-16W, 20.65 meters to corner 4;

thence S 65-30-03W, 75.28 meters to corner 5;

thence S 23-22-00W, 85.97 meters to corner 6;

thence S 68-42-00E, 54.72 meters to corner 7;

thence S 84-17-00W, 117.10 meters to corner 8;

thence S 04-21-14E, 141.84 meters to corner 9;

thence N 70-22-25W, 242.83 meters to corner 10;

thence N 15-12-00E, 85.88 meters to corner 11;

thence N 25-01-18E, 81.85 meters to corner 12;

thence N 04-17-00E, 80.21 meters to corner 13;

thence Northeastly on the arc of a circle 78.45 meters in radius,  
curving to the right an arc distance of 13.21 meters along  
the westerly side of Route 3 leading to Capitol Hill, the  
chord of said arc bearing N 63-03-16E, 28.17 meters to corner 14;

LTC 15-8 41

... on the west side of the road is 12,54 meters in length  
... to the left at a distance of 25,26 meters along  
... westerly side of Route 2 leading to Capitol Hill, the  
... of said are bearing of 88-88-343, 23,23 meters to corner 1;  
... as shown on Mariana Islands Land Office Sketch No. \_\_\_\_\_  
Date \_\_\_\_\_, 19 \_\_\_\_\_.

1. The term of this Agreement shall be for five (5) years; the Government hereby gives and grants to the Lessee the option to renew this Lease for additional term of five (5) years upon the same terms and conditions as are contained hereinafter. Lessee shall exercise said option to renew by giving Government written notice thereof at any time prior to thirty (30) days before the expiration of this lease.

2. During the term of this agreement, the Government leases to the Lessee the following described machine;

50 cu. yd. per hour, re-built Universal Rock  
Crushing and Screening Machine

as found on the premises on the date of this agreement. By its signature hereto, the Lessee acknowledges the presence of the said machine on the premises and hereby accepts custody and full responsibility for the operation, maintenance and repair of the same as set forth below.

3. The purpose of this lease shall be to develop and operate a rock quarry on the above described premises and to operate the said Universal Rock crushing and Screening Machine located on the premises so as to provide the Government and the general public with a source of rock, aggregate and similar materials. The premises and machine herein leased shall be used exclusively for such quarrying and rock crushing purposes, except as otherwise permitted in writing by the Government.

4. The above described rock crushing machine is acknowledged to be the property of the Government. Upon termination of this lease or failure to renew, the said machine and all parts and appurtenances thereto shall remain on the premises. The Lessee shall hold, operate, maintain and repair the said machine at its own expense and risk without

... shall return the machine to the Government in as good condition as it was in at the time of execution of this agreement, ordinary wear and tear excepted, and under circumstances over which the Lessee has no control excepted.

6. The said machine or any part or appendage thereof may not be removed from the premises for other than routine repair and maintenance without the written permission of the Contracting Officer. The Government, its agents and employees may at all times enter upon the premises to examine the said machine or to otherwise inspect the premises concerning operation under this agreement.

6. The Lessee agrees to pay as rent for the premises and machine the sum of Two Hundred Dollars (\$200.00) per month, payable on the date hereof pro rata for the month of execution of this instrument and thereafter monthly on the first day of each succeeding month. In addition, the Lessee agrees to pay to the Government a severance fee of Five Cents (\$.05) per cubic yard removed from the premises. Said fee shall be payable on the first day of each month based on the volume of materials sold during the preceding month.

7. The Lessee agrees to sell to the Government and make available for loading at the premises aggregate material in such quantity, crushed and screened according to Government requirement and otherwise of such type as may from time to time be required by the Government, said aggregate to be sold to the Government at a price of One Dollar and Eighty-Five Cents (\$1.85) per cu. yd., such price calculated so as to constitute part consideration for this agreement; provided, however, nothing herein shall be construed as limiting the right of the Government to purchase or require aggregate elsewhere when in the discretion of the Government its interests would best be served thereby.

8. The Lessee shall accept and maintain sole control over the premises. The Lessee shall have the right to alter or destroy the premises and to build such structures on the premises as are consistent with the purpose of this lease. The Lessee shall have the right to conduct blasting or dynamiting activities on

... shall be subject to the authority of the Chief of Police, Public Works Director, and the Public Works Director, District of Columbia, and (2) shall give notice in writing of such blasting or dynamiting activity and, thereafter, one (1) day prior to carrying on any individual blasting or dynamiting activity; and provided, further, that the Lessee shall at its own expense observe and carry out all rules, regulations or special instructions issued by the Government to control the handling and storage of explosives, to regulate blasting or dynamiting or to safeguard lives and property of the public and the safety of Lessee's employees; and, provided, further, that the Government shall have the right to order that the Lessee cease or desist from all blasting or dynamiting activities when in the discretion of the Government it is in the public interest to so order, and the Lessee upon delivery of such order to the Lessee's supervisor on the premises, shall cease and desist from all such activities in accordance with the order and shall not resume such activities until permitted to do so in writing by the Contracting Officer or his authorized representative. The Government reserves the right to order cessation of all operations on the premises until further notice should the Government find the Lessee is not exercising a high degree of care in protecting adjacent property and the safety of employees and the general public.

9. The Lessee, its successors and assigns, as part of the consideration for this agreement hereby release the Government from all claims which may arise from the use of the premises under this agreement, and the Lessee hereby agrees, also as part of the consideration for this agreement, to save the Government harmless from all claims, demands, suits, and actions of whatever kind or nature arising directly or indirectly from the use of the premises by the Lessee, the Lessee being deemed for the purposes of this agreement to be solely responsible for the consequences of all activities directly or indirectly traceable to the use and sole control of the premises by the Lessee.

10. The Government reserves the right of access to the premises at any reasonable hour for the purpose of inspection.

11. The Lessee agrees to pay any and all taxes which might be assessed against the premises and all charges for water, power or other utilities arising from its use and occupancy of the premises.

18. In the event the premises are abandoned to the Government by the Lessee, the Government, its agents, shall be terminated as of the date of abandonment, and the Lessee hereby waives and releases the Government from all suits and claims of any nature whatsoever arising from the said abandonment.

19. This agreement does not constitute a transfer of title to the land or improvements and the Lessee does not acquire a permanent interest of any nature whatsoever in lands or improvements except as otherwise provided herein.

20. Neither this agreement nor any interest therein shall be assigned, nor shall the premises or any right with respect thereto be sublet or granted, without the written consent of the Contracting Officer. The assignee or sub-lessee under any assignment or sub-lease, whether with or without consent, shall be deemed to have assumed all the obligations of the Lessee hereunder. No assignment, sub-lease or grant shall relieve the Lessee of the Lessee's obligations hereunder.

21. The Lessee shall not burn crop residues, weeds, stubblefields, grass, fence rows, etc., and in the event of brush, grass, stubblefield, or other type of accidental fire, shall exercise due precautionary measures to prevent damage to the premises and adjacent property from the result of such fires.

22. Upon the expiration or earlier termination of this agreement, the Lessee shall take such steps as may be directed by the Government to prepare the premises for surrender of possession by the Lessee.

23. The Lessee shall procure and shall maintain during the life of this agreement public liability insurance in an amount not less than \$25,000 for each year, including accidental death to any one person, and subject to the

... shall provide adequate insurance in an amount not less than \$100,000. The Lessee shall provide adequate employer's general liability insurance for the protection of each of their employees as are not otherwise protected by Workmen's Compensation Insurance or similar coverage.

This Agreement may be terminated by the Government at any time on thirty (30) days' written notice for breach of any of the terms of this Agreement. It shall be considered a breach of this Agreement if the Lessee or any of its assigns shall abandon the premises or cease production or use of the premises under this Agreement for a period of thirty (30) days or more.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 11<sup>th</sup> day of April, 1956.

GOVERNMENT OF THE TRUST TERRITORY  
OF THE PACIFIC ISLANDS

By [Signature]  
Contracting Officer for the  
High Commissioner of the Trust  
Territory of the Pacific Islands

MICRONESIAN CONSTRUCTION COMPANY, INC.

By [Signature]



**FILE  
END**

END

OF

ROLL

PLEASE REWIND