Computer #_____

TRUST TERRITORY OF THE PACIFIC ISLANDS--ARCHIVES SURVEY FORM

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

R&D

Subgroup of the above:

LAN

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

Subject of materials: (See schedule in TTPI Files System Manual) LAN-3, [illegible]

Brief description: INFORMATION [illegible] LAND CLAIMS AND CONSTRUCTION OF AIRPORT AT WOLEAI ATOLL, [illegible]

Geographic area dealt with in materials:
- TTPI at large:
- Individual districts:
- Individual governments:
- Individual islands:
- Other:

Span of years covered by materials: [illegible]

Format of information:
- Correspondence:
- Reports:
- Clippings:
- Other:

Physical arrangement of materials: (How are they organized within the file?)
- Geographically:
- Chronologically:
- By subjects:
- By organization:
- Other:

Physical location of materials: (Area where presently located)
- Office:
- Subgroup:
- File cabinet number: [illegible]
- Drawer number: 1
- File folder number: [illegible]
- Estimated quantity of materials: [illegible]

Recorded by:

Date: [illegible]

Disposition of originals:

Microfilm roll No.: 13 Frame #:

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

LIMITED JOINT DISCLAIMER
OF
RIGHT, TITLE OR INTEREST
IN OR TO
FALALAP ISLAND, WOLEAI ATOLL
YAP DISTRICT

KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS, the Government of Japan, through its armed forces, first occupied the Island of Falalap, Woleai Atoll, Yap, Western Caroline Islands, during the latter part of 1942 or the early part of 1943, as part of its efforts during the Second World War; and

WHEREAS, such occupation lasted for a period of approximately thirty to thirty-six months; and

WHEREAS, the Government of Japan utilized such lands primarily for the purpose of constructing and operating an airfield with supporting facilities; and

WHEREAS, the Government of Japan paid no compensation for its use to the lawful owners of the land; and

WHEREAS, due to such use and occupation, such lands were considered to be vested in the Alien Property Custodian of the Trust Territory of the Pacific Islands or to be public lands owned by the Government of the Trust Territory of the Pacific Islands as succeeding sovereign; and

WHEREAS, after careful search and investigation, it has been determined that the above described events are such that said lands would not be so vested or owned.

NOW, THEREFORE, in order to forever make clear the position of the Alien Property Custodian and the Government of the Trust Territory of the Pacific Islands, the undersigned, for themselves and their successors and assigns, hereby represent and state that neither claim any right, title or interest in and to such lands through the above described use

DUPLICATE

and occupation by the Government of Japan during the Second World War.

IN WITNESS WHEREOF, the parties hereto set their hands and seals of the dates written beside their names below.

ALIEN PROPERTY CUSTODIAN

By: Richard I. Miyamoto

Date: May 22, 1974

GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS

By: Edward E. Johnston
High Commissioner

Date: May 23, 1974

* *

RECORDING DATA

Received and filed at 3:00 ~~a.m.~~/p.m., this 7th day of June, 19 74, in Book Vol 5-1, Page 77.

Joseph Mor
Clerk of Courts
Yap District

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

Chief, Lands and Surveys

May 24, 1974
Serial:LM13730
File: YAP 0020
170.70.22

Disclaimer of Ownership of former Japanese Government Occupied Lands, Falalap Island, Woleai Atoll, Yap District

On May 22 and May 23, 1974, respectively, the Alien Property Custodian and the High Commissioner signed a document entitled "Limited Joint Disclaimer of Right, Title or Interest in or to Falalap Island, Woleai Atoll, Yap District". This Disclaimer is in effect a public denial that neither the Alien Property Custodian or the Trust Territory Government hold any interests in Falalap Island, Woleai Atoll, by virtue of Government of Japan occupation of the Island during the Second World War. It was of course, based on the District Land Management Officer's excellent report dated May 1, 1974, as transmitted by the Acting District Administrator on May 10, 1974. Enclosed is a copy of our memorandum Serial:LM13701 dated May 21, 1974, to the High Commissioner which sets forth the background of the matter.

The original and three (3) copies of the Disclaimer are enclosed for recording with the Clerk of Courts. After recording, please distribute the copies as follows:

Original	District Land Management Officer, Yap District
Duplicate	Chief, Lands and Surveys
Triplicate	Clerk of Courts, Yap District
Quadruplicate	Senior Land Commissioner, Yap District

We additionally suggest that copies of the Disclaimer be formally sent by the District Administrator to the Chiefs of Woleai for their information and retention.

Keno Tamada

Enclosures: a/s

High Commissioner
Thru : Attorney General

Chief, Lands and Surveys

May 21, 1974
Serial:LS13701
File:Yap 0026
176.70.23

Disclaimer of Ownership of former Japanese Government Occupied Lands, Falalap Island, Woleai Atoll, Yap District

During January of this year, the Micronesian Claims Commission again brought to the attention of the administration the long pending question as to ownership of certain lands on Falalap Island, Woleai Atoll, Yap District (see attached letter to the Attorney General). The Commission's interest stems from their work on Falalap Island and numerous claims filed by residents for damages caused during World War II by the construction of an airfield and supporting facilities on a portion of the island. The basic question posed is whether the Government of Japan lawfully acquired title to the airfield lands and paid just compensation for the acquisition. This matter has been considered previously without final resolution for various reasons not relevant to this writing.

Due to the Commission's interest, the Yap District was queried concerning its position as to ownership. With a response to the effect that no documentation supporting ownership was available, the Attorney General and this Office requested that a complete report of the Government of Japan's occupation of the lands be developed. Enclosed is such report dated May 1, 1974, as prepared by the Yap District Land Management Office and transmitted by the Acting District Administrator by memorandum dated May 10, 1974. This study is the most complete we have seen in a long time and the person responsible for its preparation should be commended.

We draw your attention to the conclusions reached on page 6 of the report. These conclusions clearly indicate that neither the Government nor the Alien Property Custodian hold any right, title or interest in or to the land in question.

If these conclusions are accepted, and we recommended that they be, the Administration should make a public statement as to its position with regard to ownership. This will put to rest once and for all the suspicions of the people of Woleai toward the administration with

regard to their lands. The Acting District Administrator in his above mentioned memorandum of May 10, 1974, joins this office in our suggestion that this public notice take the form of a disclaimer of ownership. We have accordingly, prepared a "Limited Joint Disclaimer of Right, Title or Interest", the original and two (2) copies of which are attached, for your review and possible execution.

By routing this memorandum through the Attorney General, it is requested that he execute the document in the capacity of Alien Property Custodian.

Please then, return all copies of the "Disclaimer" with your approval noted and/or comments for our further action.

Kenn Yamada

Enclosures: a/s

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

TO : Attorney General
Chief, Lands & Surveys

DATE: MAY 10 1974

FROM : District Administrator

SUBJECT: Government Claim to Former Japanese Government Occupied Land, Falalap Island, Woleai Atoll

As directed in your dispatch P140041Z Mar 74, I am enclosing a report by the Yap District Land Management Officer concerning any potential basis for a Government interest in the land situated on Falalap Island, Woleai Atoll which was occupied by the Japanese military in the latter part of World War II.

Based on the factual conclusions drawn in the report, it appears clear that a legal conclusion would be that the Trust Territory Government has no interest in the land, except and excluding Tracts 50426 and 50092 which are discussed in sections 3 and 4 of the Land Management Officer's report.

This office therefore concurs fully with the suggestion made in your dispatch that the Government make a public disclaimer of any interest in the land in question.

Based on my review of the Land Management Officers report and conclusions, and because of the importance of expediting the payment of war claims relating to the land, and because of the expense and difficulties which would be involved in surveying the land and conducting a public hearing thereon, I feel a disclaimer would be an appropriate and correct solution to this matter.

I hope that this matter can be expedited without further difficulty.

District Administrator

Enclosure: Falalap Report

RECEIVED MAY 14 1974

Mr. Pickett

A REPORT CONCERNING ANY POTENTIAL PROPERTY INTEREST HELD BY THE TRUST TERRITORY GOVERNMENT IN CERTAIN LAND SITUATED ON FALALAP ISLAND, WOLEAI ATOLL AND FORMERLY OCCUPIED BY MILITARY FORCES OF THE JAPANESE GOVERNMENT FOR THE CONSTRUCTION OF AN AIRFIELD AND RELATED PURPOSES

by Michael H. Allen
Land Management Officer
Yap District

May 1, 1974

1. Purpose of the Report. The purpose of this report is to analyse all pertinent written materials known by the author to be contained in the files of the Yap District Land Management Office as such materials relate to the central legal question of whether the Trust Territory Government presently may hold any property interest in the land at issue, further described in section 3 of this report.

Copies of the described written materials are attached to this report as Exhibits A-P with the cited portions thereof indicated thereon in brackets. The Exhibits are:

A. Map, Yap District - from Trust Territory Briefing Materials (1974), p. 153.

B. Map, Woleai Atoll, 9/8/45 - Defense Map

C. Statement of Land Claim (without attached map), filed 11/8/68 - by representatives of clan claimants to the land at issue

D. Memorandum 4/10/67 - Deputy Attorney General to District Administrator, Yap

E. Memorandum 4/18/67 - Acting Land Management Officer, Yap to Deputy Attorney General

F. Memorandum 5/10/67 - Acting Land Management Officer, Yap to Deputy Attorney General

G. Memorandum 1/12/68 - Acting Land Management Officer, Yap to Director of Land Management

H. Public Notice, 1/30/68 - Trust Territory Government claim

I. Letter 10/6/67 - Santos Tewasilyar to High Commissioner

J. History, 6/1/73 (with cover letter) - Robert M. Clifton

K. Summary of Discussion, 12/13/73 - Gene Matthews

L. Letter 9/10/70 - Santos Tewasilyar to Representative Cornelius E. Gallagher

M. Letter 2/12/74 - Gene Matthews to Rev. William J. Walter

N. Witness Statement, 12/13/73 - Matthias Yaitaser

O. Letter 1/21/74 - Rev. William J. Walter to Gene Matthews

P. Report, 2/11/46 - Commander in Chief, U.S. Pacific Fleet and Pacific Oceans Area

The author is aware of no other existent written materials relevant to the described central legal question and believes that any other such materials which may exist, such as Japanese Government records or documents, would be extremely difficult to locate and procure (Exh. C, p. 3, par. 9). Furthermore, the author is aware of no other accessible primary source of relevant information other than those persons described in section 2 of this report.

2. Sources of the Materials. Most of the materials specified in section 1 of this report were authored by those persons believed by the writer to be the most knowledgable of the primary facts which relate to the described central question. Those persons are:

a. Rev. William J. Walter of the Society of Jesus, a missionary to Woleai and the other outer islands of Yap since the late 1940s, who is fluent in the language of those islands and has maintained an active interest in their World War II history. He is regarded by the author as an objective and knowledgable observer of such history, as evidenced by his copious personal files and detailed research concerning the same (Exh. O).

b. Mr. Gene Matthews, Esq., the Micronesian Claims Commission staff attorney responsible for processing war claims applications from the Woleai Atoll and the other outer islands of Yap, who in recent months traveled to Woleai and spent several days there interviewing individuals concerning the background of their war claims applications, including a history of the Japanese presence in the Woleai Atoll. He is regarded by the author as an objective and conscientious observer of wartime happenings on Falalap as required by his duties with the Commission (Exhs. K, M.).

c. Those residents of the Woleai Atoll who are the declared clan representatives for the land at issue, especially chief Santos Tewasilyar, and other resident eyewitnesses to the events relevant to the land at issue (Exhs. C, I, L, N).

d. Mr. J. Michael Killian, Esq., formerly Acting Land Management Officer, Land Management Officer and Senior Land Commissioner for the Yap District during the years 1967-1972, who is presently the Senior Land Commissioner for the Palau District (Exhs. E, F, G, H).

3. The Land at Issue. The Woleai Atoll which consist of some 20 low-lying coral islands rimming its East and West Lagoons is located at approximately 7° 21' N and 145° 52' E in the eastern portion of the Yap District (Exh. A). Falalap Island, also known as "Furarappu" or simply as "Woleai", the largest of the Woleai Atoll islands, is located at the northeast side of the Atoll's East Lagoon (Exh. B). Falalap Island is not to be confused with an island of the same name located in the Ulithi Atoll or with "Falalis Island" located in the West Lagoon of Woleai Atoll.

The land with which this report is concerned is soley that portion of Falalap Island which was occupied by the Japanese military for the purpose of constructing an airfield and related facilities (Exh. B), and not with that larger area on Falalap Island which was likely occupied by the Japanese military after the mass influx of troops in early 1944. Throughout the remainder of this report the term "the land" refers to the land described in this section of this report or any portion of such land.

The land has never been surveyed as a whole by the Trust Territory Government. Two separate small tracts of land were surveyed and purchased by the Trust Territory Government in recent years for use as dispensary and school sites (Tracts 50420 and 50092), but it is not clear whether those sites may partially or wholly lie on the land. Apparently the Japanese Government neither conducted a survey of the land nor erected boundary monuments (Exh. C, p. 3, par. 11). The United States Corps of Engineers has apparently made surveys of

Falalap Island from time to time, most recently in 1965 (Exh. C, p. 2, par. 5-F, p. 3, par. 10).

4. Potential Basis for a Trust Territory Government Property Interest in the Land. The Trust Territory Government has never acquired an interest in the land by purchase or other direct means of conveyance or entered into negotiations to acquire such an interest. The Trust Territory Government is not known to have ever occupied or used the land. The land is unusable by conventional aircraft in its present bombed-out condition (Exh. O, p. 204). The only known governmental activity on the land since departure by the American military following the war, apart from the U.S. Corps of Engineers surveys referred to in section 3 of this report, was a brief occupation of the land in 1965 by United States Government satellite tracking personnel (Exh. C, p. 2, par. 5-F). All statements in this paragraph are subject to the possible exception of the small purchased parcels referred to in section 3 of this report.

The only known use of the land since the end of World War II by a private non-Trust Territory citizen has been by Rev. Edmund Kalau, a Protestant missionary residing in the Yap Islands, who constructed a small radio and weather station on the land in 1966 (Exh. C, p. 3, par. 5-F).

There are no known allegations, or reason to believe, that either the Spanish or German governments or any private parties during those periods of rule occupied the land or acquired any interest therein (Exh. C, p. 1, par. 5-A), other than the native residents themselves.

There are no known allegations, or reason to believe, that any private Japanese national, Japanese private organization, Japanese government organization, agency, quasi-corporation or government-subsidized corporation, as distinguished from the Japanese Government proper, occupied the land or acquired an interest therein (Exh. C, p. 2, pars. 5-B, C).

The only potential basis, therefore, for a Trust Territory Government property interest in the land would be by lawful succession to a property interest held by the Japanese Government proper pursuant to Title 27, Section 1 of the Trust Territory Code (Alien Property), as interpreted and affected by relevant court decisions and existing executive regulations.

This report does not reach the question of who would be the parties lawfully holding property interests in the land in the absence of a Trust Territory Government property interest therein. It should be noted, however, that the Trust Territory Government has officially received a statement of land claim by the representatives of the clan claimants of the land (Exh. C) who deny that they have ever conveyed a property interest in the land (Exh. C, p. 1, par. 4). The oral permission given by unspecified claimants to Rev. Kalau for his indefinite use of the land for a radio and weather station does not appear to be in serious conflict with the latter assertion (cf. Exh. C, p. 1, par. 4 and p. 3, par. 5-F).

5. The Trust Territory Government's Claim to the Land. Apparently no alien property listing has ever been made for any land situated in the outer islands of the Yap District, including Falalap Island. The Yap District Land Management Office records contain no written reference to a potential Trust Territory Government claim to the land prior to April, 1967. The possibility of such a claim apparently arose in early 1967, when Rev. Kalau approached the then Acting Land Management Officer, J. Michael Killian, for assistance in his utilizing the land as a landing strip for an airplane which he intended to bring to Yap to provide service to the Koleai Atoll in addition to the radio and weather station which he was already maintaining there. (At the time of this writing Rev. Kalau is in the process of bringing the plane to Yap.)

In response to Rev. Kalau's request for assistance Mr. Killian endeavored to ascertain from the Trust Territory Attorney General's Office whether the Trust Territory Government either laid claim to the land or actually held an interest in the land. On April 10, 1967, in response to a dispatch from the Yap District Administrator, the then Deputy Attorney General of the Trust Territory, Mr. D. Kelly Turner, wrote that he had been "unable to locate any records concerning this [Falalap] land" (Exh. D). In response thereto Mr. Killian stated to Mr. Turner in a letter of April 18, 1967 that "There seems to be no question that the Trust Territory now does not have ownership rights in the [Falalap] airstrip." and on May 10, 1967 that "it would seem reasonable, after a search of the Woleai Island file, that your Department recommend that the High Commissioner rule the Trust Territory has no legal interest in this [Falalap] property." (Exh. F, p. 2). Apparently the Attorney General's Office thereafter located no recorded entry in its files relevant to the land.

In order to facilitate Rev. Kalau's purposes on Falalap Island (Exh. G), Mr. Killian caused the land to be posted on January 30, 1968 with a public notice stating that the land "was owned by the Japanese Government and, as alien owned land, title has vested in the Government of the Trust Territory of the Pacific Islands." (Exh. H).* Thereafter, as indicated in section 4 of this report, certain residents of the Woleai Atoll made a claim to the land pursuant to the public notice, filed with the Clerk of Courts of the Yap District on November 8, 1968 (Exh. C).

In his correspondence with Mr. Turner Mr. Killian states that Rev. Kalau had learned from the then District Administrator, Maynard Neas, that "High Commissioner Goding's office" had informed Mr. Neas that the airstrip had been "returned to the people" (Exh. F, p. 2). However, there is no known authoritative written basis for such assertion.

In a letter dated October 6, 1967 to the High Commissioner chief Santos Tewasilwan of Woleai requested that the Trust Territory Government either renounce its claim to the land or file an official claim thereto (Exh. I). The only known response to that letter is the described posting of the land by Mr. Killian in January of 1968.

6. The Factual Issues. Most pertinent to a resolution of the central legal question described in section 1 of this report, as it is to be determined under Trust Territory statutory law, judicial precedent and executive regulations, are factual conclusions concerning:

(a) the time at which the Japanese Government first occupied the land;

(b) the period of occupation;

(c) the nature of the use of the land during occupation; and

(d) whether the occupation and use were accompanied by

A. just compensation to any lawful claimants of the land, and

B. a voluntary intention to convey on the part of any such claimants.

This report does not go beyond such factual conclusions to an analysis or conclusion concerning the central legal question described in section 1 of this report.

7. Factual Conclusions.

(a) Date of Occupation. As Gene Matthews emphasizes, it is difficult to ascertain the precise dates of relevant events (Exh. K,

*By typographical error the cited public notice (Exh. H) is erroneously dated 1967. Compare letter of transmittal (Exh. G).

p. 1). However, the most authoritative consensus places the date of occupation in early 1943 or perhaps late 1942 (Exh. J, pp. 1-2, Exh. L, p. 1, Exh. M, p. 1, Exh. N, p. 1). It should be noted that this sequence of events is consistent with authoritative histories of the era (Exh. M, p. 1).

Ironically the only apparent conflict with the above-indicated time of occupation emanates from the traditional claimants of the land who once asserted that the occupation occurred "about 1940" (Exh. C, p. 2, par. 5-D, p. 3, par. 6). It should be noted that a precise date was apparently not necessary for the validity or completeness of the claim. Nonetheless, four bases were given by the claimants for the date: (1) a reckoning from contemporary births, (2) preparations for hostile bombing, (3) bombing by American forces "about two years" after the airfield "was built", and (4) the arrival of thousands of soldiers shortly after the airfield "was constructed". It appears that these four bases, as distinguished from the date which the bases are said to support, are not in conflict with the consensus date indicated above and actually tend generally to confirm the date with the exception of one substantial contradiction described below. The author is unable to explain how the claimants' date was arrived at except for the observation that the claimants did not have access to relative historical dates for comparison.

Basis 1. Rev. Walter appears to satisfactorily correct the claimants' estimates of the dates of contemporary births (Exh. O):

Basis 2. It does not seem likely that the residents of Falalap would be taught to hide from American bombs prior to December 7, 1941, or indeed until a considerable period had elapsed thereafter.

Bases 3 and 4. As indicated below in Subsections (b) and (c) of this section, the mass arrival of troops and bombing of Falalap occurred at approximately the same time shortly following the air raids on Truk in February, 1944 (Exh. M, p. 1). A contradiction, therefore, arises with the claimants' assertion that the arrival of "thousands of soldiers" and the air raids were separated by almost two years. The author cannot explain this contradiction. The construction at Falalap lasted approximately one year (Exh. J, p. 3). The consensus date of occupation in early 1943 is thus consistent with the claimants' statement concerning the mass arrival of troops. It is, however, in substantial conflict with the assertion concerning the bombing which would thus be placed in early 1946 after the conclusion of the war! This latter inexplicable conflict is the only substantial inconsistency apparent to the author concerning the date of occupation.

(b) Period of Occupation. Allied carrier air strikes against Japanese forces in the Woleai Atoll commenced in March, 1944 (Exh. M, p. 1). Occupation by the Japanese technically lasted until the Japanese military in Woleai Atoll formally surrendered to the American forces on September 19, 1945 (Exh. P, p. 202).

(c) Use During Occupation. The Japanese Sea Bees constructed an airfield, taxiways and revetments on the land over a period of approximately one year. Although the facilities were not completed, the airfield was used by Japanese aircraft (Exh. J, p. 3). An intensive fortification by the Japanese of the island occurred immediately after, and as a consequence of, the bombing of Truk Lagoon in February, 1944 (Exh. J, p. 3-4, Exh. M, p. 1).

(d) Compensation and Volition.

A. Compensation. There is no recorded indication that any compensation was ever made by the Japanese Government to

any lawful claimants of the land for its occupation and use of the land, and all indications are to the contrary (Exh. F, p. 1, Exh. C, p. 2, par. 5-D, Exh. K, p. 1). Gene Matthews was particularly impressed by the consistency and credibility of this account given by the residents of Falalap (Exh. K, p. 2).

B. Volition. Eyewitness accounts indicate that the land was seized without warning and with dire threats against interference by the residents of Falalap (Exh. K, p. 1, Exh. J, p. 2, Exh. C, p. 2, par. 5-D). There is no apparent reason to doubt that, with the Japanese empire under growing military pressure, the Japanese Government would not have given a priority to the niceties of notice, negotiation, bargaining and compensation prior to or after its activities on the land.

Proceeding from the foregoing, the author concludes that the best available sources of relevant information require the following factual conclusions:

(1) The Japanese Government, through its armed forces, first occupied the land in late 1942 or early 1943.

(2) The occupation lasted for a period of from thirty to thirty six months.

(3) The Japanese Government used the land primarily as an airfield with supporting facilities.

(4) The Japanese Government paid no compensation for its use of the land to the lawful claimants of the land, and such use was the result of a coercive taking by the Japanese military against the will of such claimants.

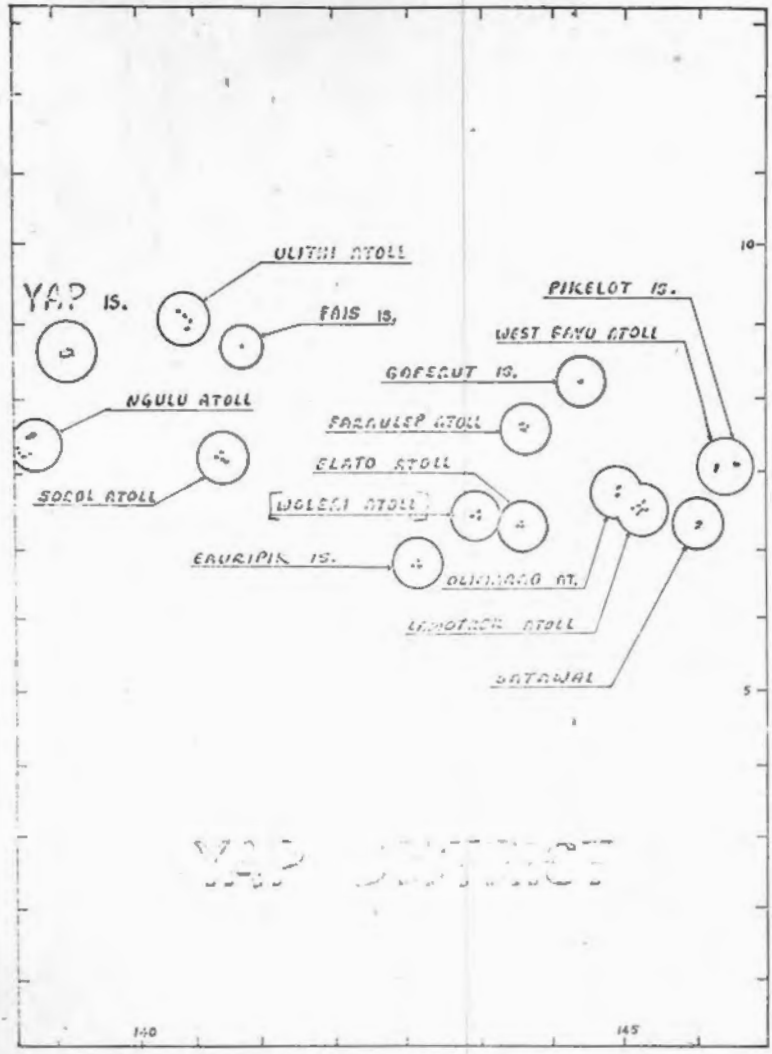
YAP IS.
ULITHI ATOLL
FAIS IS.
NGULU ATOLL
SOROL ATOLL
EAURIPIK IS.
PIKELOT IS.
WEST FAYU ATOLL
GAFERUT IS.
FARAULEP ATOLL
ELATO ATOLL
WOLEAI ATOLL
10
5
140
145

EXHIBIT A

Exhibit B being a copy of map of Woleai Atoll

Exhibit B

TRUST TERRITORY OF THE PACIFIC ISLANDS
YAP DISTRICT

[illegible]

Filed Pursuant to Office of Land Management Regulation No. [illegible]

Claim No. _____
Date of Filing
Notice: [illegible]

Place: Fahalip Island, [illegible] Atoll, Yap District

[illegible]

A. [illegible] Clan, represented by [illegible]

B. [illegible] Clan, of [illegible] Village, represented by [illegible]

C. [illegible] Clan, of [illegible] Village, represented by [illegible]

D. [illegible] Clan, represented by [illegible]

E. [illegible] Clan, represented by [illegible]

F. [illegible] Clan, of [illegible] Village, represented by [illegible]

G. [illegible] Clan, [illegible]

H. [illegible] Clan, [illegible]

I. [illegible]

J. [illegible]

[illegible]:

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

EXHIBIT - C

B. Early Japanese times. Initially, the only change introduced by the Japanese was the establishment of a small N.B.K. store on Moloai which bought copra and sold goods. The store was not located on the cleared land which continued to be used as before by the various clans for agricultural purposes.

C. 1937-1940. Around 1937 one Japanese policeman was stationed on Moloai. Around this time also a school was established with one N.B.K. man serving as the teacher. Shortly thereafter a former Japanese and a co-prosperity station were established which [illegible] to live civilians. Later, some [illegible] or nine Japanese [illegible] to use by the new prisoner co-prosperity center. Some of these facilities were located on the cleared land which was remained [illegible].

D. 1940-1945. About [illegible] a large construction crew consisting mostly of Japanese and Nissan [illegible] was started on Moloai and on Moloai [illegible] to cut down trees and to construct the airfield. The people were told now to produce or to run questions of [illegible] work as before. Men from all over Moloai Atoll and from the south of Nissan Island, all who try to cultural were [illegible] for work on the airfield under threats of punishment and with the promise of pay for the work performed. No payment was ever received. Meanwhile the people on Nissan were [illegible] to Nissan, and Ridangalirell Island in Moloai Atoll.

Shortly after completion of the airfield [illegible] and about [illegible] Japanese soldiers began to [illegible] on Moloai. [illegible] served to [illegible] the airfield, the people [illegible] the Japanese soldiers served [illegible] the airfield [illegible] Japanese soldiers served [illegible], [illegible] of the people on Nissan [illegible] for [illegible], [illegible], [illegible], and [illegible].

[illegible] to commence or to [illegible] over [illegible], crew, and [illegible] or [illegible].

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Around 1966 Pastor Kelan from Yap and one Ann from Guam and another from Kosrae came to Nolemi by surprise and asked for permission to construct a radio and weather station on the airstrip area. They told the people that they had the approval of the High Commissioner and the District Administrator of Yap. The people gave their oral permission for such use for an undefined period. No documents were signed and no payment was sought or received. Shortly thereafter Pastor Kelan built the present radio and weather station on the airfield area.

In 1967, Pastor Kelan [illegible] the people about locating part of the airstrip area for a [illegible]. [illegible] people [illegible] and [illegible] Kelan were not [illegible] to [illegible] would be two [illegible] radio and weather stations. The people [illegible] never had no permission or [illegible] was ever agreed to or [illegible].

5. The Date:

The people recall the date of construction of the airfield as being 1940 because: (1) prior to the [illegible] of the [illegible] construction from the Japanese policemen [illegible] (2) shortly after the airfield was constructed [illegible]; (3) about two years after the airfield was built [illegible]; and (4) in two, or two [illegible] [illegible] all of the [illegible] are not for [illegible] [illegible].

6. [illegible]

[illegible] to the claimed land [illegible] the legal owners.

7. [illegible] dispute or [illegible] other [illegible].

[illegible]

[illegible] the air-[illegible].

[illegible]:

[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

[illegible] of the [illegible] to the best of our knowledge and belief.

[illegible] this [illegible] day of [illegible], 1980 at:

Tamasiyak Sabino

[illegible]

Abihai Belarad

[illegible]

Salvador Ignacio
Chairman, Ignacio
for the Recreation Club of Ingley Village

[illegible]
President, [illegible]
for Corsica Club

[illegible]
Chairman, [illegible]
for the School Club

Yasuhisa Thomas
President, [illegible]
for the Cultural Value Club of Ingley Village

[illegible]
President, [illegible]
for the Cultural [illegible] Club

[illegible]
President, [illegible]
for the [illegible] Club

[illegible]
President, [illegible]
for the Cultural [illegible] Club of Ingley Village

[illegible]
President, [illegible]
for the Cultural [illegible]

[illegible]
President, [illegible]
for the Cultural [illegible]

Filed this [illegible] day of [illegible], 1[illegible].

[illegible]
[illegible]
[illegible] of Courts
[illegible]

District Administrator, Yap

April 10, 1967

Deputy Attorney General

Lease of Airstrip, Falalop Island, Woleai Atoll

In reply to your dispatch [illegible] April, [illegible]67, to the Land Management Office concerning the [illegible] to lease the Japanese airstrip on Falalop Island, Woleai Atoll, we have been unable to locate any records concerning this [illegible]. There are extensive files concerning land settlements for Falalop Island, Ulithi Atoll, and because of the similarity in name reference may be to the Falalop Airstrip to which the Government holds indefinite use rights.

If the desired Woleai land is an airstrip, it would be contrary to policy to transfer it to a private individual.

D. Kelly Turner

cc:
[illegible] Trust Territory
[illegible] Office

EXHIBIT D

Deputy Attorney General

[illegible]

EXHIBIT E

[ ]

EXHIBIT F

File Wo[illegible]

Y-0318

Director of Land [illegible]

January 12, 1953
Serial: [illegible]

[illegible]

[illegible] of the Naval Airship,
Naval Air [illegible]

Attached is a copy of a [illegible] of the Naval
[illegible] to the report as
[illegible] to make,
[illegible]
[illegible] the attitude.

[illegible] Allen

[illegible]

[illegible]

EXHIBIT G

1 ea

THE [illegible] OF THE TRUST TERRITORY
Office of the District Administrator
Yap, Western Carolina Islands

PUBLIC NOTICE January 30, 1967

To all interested persons, be it known that during Japanese times the property shown on the attached sketch, land used for the Koloni airstrip, Fikdap (Koloni) Island, Koloni Atoll, and the land used for concrete and sand airplane hardstand and ramps and for the northern revetments, was leased by the Japanese Government and, as alien owned land, title has vested in the Government of the Trust Territory of the Pacific Islands. All persons claiming ownership rights to this property must file their claims with the Clerk of Courts office, Yap District, within one year of the above date or they will lose such claims. After one year has passed, a hearing will be held by the Land Title Officer to consider any claims. Persons the Land claims may appeal from the Land Title Officer's determination to the Trial Division of the High Court in any case which one year after the date the determination is filed with the Clerk of Courts office.

[illegible]

[illegible]

EXHIBIT H

File: W

[illegible]

[illegible] 6, 1947

[illegible]

[illegible] トウス タワラリヨル

[illegible] Tawasihara

EXHIBIT I

Falalop, Woleai
Yap District, W.C.I. 96943
June 1, 1973

Micronesian Claims Commission
Saipan, Mariana Islands 96950

Dear Sirs:

The attached short history of Woleai Atoll's East Lagoon during World War II is intended to aid you in interpreting the individual claims received from Woleai.

In the course of occasionally helping translate claimants' statements and supporting statements I recognized that it would probably be very difficult for anyone to get a reasonable general picture of what happened in Woleai from the claims themselves. At any rate I couldn't: the actual events responsible for the damage started to become clearer only slowly, after I had listened for awhile in the effort to understand the meaning of the claimant's statements.

Finally, before I left for my vacation, I asked Robert Gatilmar, who witnessed most of the related history and who is now supervisor of atoll schools, to [illegible] and give me an outline of the period 1941-1945 on Woleai [illegible]. From these notes I wrote the attached paper, which I hope [illegible]. I submit [illegible], of course, for the historical accuracy of [illegible], which is dependent on the accuracy of Mr. Gatilmar's memory; but a more precise chronology of the [illegible] could be pieced together from Morison's [illegible] of the Pacific theater, which was not available [illegible]. I have tried my best to convey Mr. Gatilmar's recollections accurately; and, after casual conversations with [illegible] who were in Woleai during the war, I have no reason to doubt that his version is substantially accurate.

I am a Yap District [illegible] specialist, stationed on Falalop, Woleai for the school year 1972-73.

Sincerely

Robert N. Clifton

c: Micronesian Legal Services

Rec'd
12/5/73 from MLSC
M.R.A.

EXHIBIT J

The principal damage to Woleai Atoll resulted from 1) the construction of a Japanese airfield on Falalop, and 2) the bombing of Falalop and other islands of East Lagoon by the Americans later in the war. Although the amount of damage to each resident of East Lagoon varied depending on the amount of his property and where it was located, virtually all residents suffered the same kinds of damage at the same times.

PRE-WAR

Before the outbreak of the war there was little if any significant damage suffered in the atoll caused by the civilian Japanese government. A total of about ten civilians were resident on the atoll, including radio and weather technicians, a representative of NYK, the Japanese shipping company, and a combination policeman/administrator who was the main agent of government authority for the islands in Yap Districts from Eauripik east.

THE OUTBREAK OF WAR

It is recalled that the Pearl Harbor raid was announced by the Japanese "policeman" between one and two years before the arrival of military personnel in the atoll. There had been a dim recognition that Woleai might be involved in a war because the civilian administration had given residents some instruction in air raid procedures, but there was no military buildup before Pearl Harbor.

Sometime in late 1941 or early 1942 a Japanese Navy group

arrived and recruited about 24 young men to serve as air/sea observers on the atoll. They were told they would be paid at a later time with funds from Japan. Neither in this or similar later "hirings" were the promised wages ever actually paid.

The first significant damage occurred shortly thereafter.

THE CONSTRUCTION OF THE AIRPORT
AND EVACUATION OF FALALOP

A large contingent of Japanese Seabees, estimated at perhaps 1000 men, then arrived at Falalop to begin constructing an airfield on the island. When they began cutting down trees and clearing land for their living quarters the chiefs were dismayed but were told not to voice their objections since it was military authorities who were now in charge, and to punish so much if they complained. The Seabee commander instructed the chiefs to furnish them with all the able-bodied men available from the atoll to help with building the airfield. The work force finally included not only almost all of the [illegible] from Ifurapik, Ifalik, Lamotrek, Elato, and Satawal, some of whom had earlier been recruited to work in Palau and had returned.

The residents of Falalop were informed that they would have to move to other islands [illegible] atoll to make room for Japanese personnel and the airport itself. The Ulithians consequently did what they could to move their villages intact--houses, canoehouses, and canoes--and relocated, [illegible] on the adjacent islands of Asadan. The move took some six weeks. Dwelling houses were

carried to the lagoon and floated to Mariaon; the larger canoe houses were disassembled and floated piecemeal. Some were lost in transport; others were destroyed by Japanese clearing crews before their owners could move them. The crews did not wait, and the Japanese did not assist in this relocation.

When the move was completed, no Woleaians were any longer permanently living on Falalop. The laborers were ferried daily from the other islands to which they had moved. The greatest number of evacuees from Falalop resettled on Mariaon or Togaulop; the remainder on other islands in the atoll and a few to Ifalik. The construction of the airstrip, then, with its attendant evacuation of residents, destruction of dwellings and property, and clearing and cementing over or compacting of agricultural land for the airstrip represents the first great loss. It is estimated that approximately a year was spent in airstrip construction; the airfield itself was never entirely completed, but was sufficient for use by Japanese planes.

[illegible]

Shortly after the [illegible] departure, damaged Japanese destroyers from the raid on Truk lagoon sought refuge in Woleai's lagoon, unloading ammunition and [illegible] of Truk casualties. Beginning at this time large numbers of army and navy troops arrived and began fortifying the island, again with forced native labor, though in lesser numbers. This time it [illegible] was even prosaic. The first shipment brought an estimated 1,000 troops, and later additions

increased the number to near 7,000.

The bombing raids by American forces began in this period, in roughly the following sequence. The first U.S. plane came at night and dropped two or three bombs on Falalop. A few days later another American plane appeared, apparently for reconnaissance, because it dropped no bombs. About a week later, a large force of planes came in the morning and bombed the islands of Peliau, Falalop, Mariaon, and Tegaulop (all in East Lagoon) heavily. That afternoon, after their departure, all Woleaians then residing on Mariaon and Tegaulop left for Falalis (in West Lagoon), carrying only their sleeping mats and personal baskets. Upon their return a week later to survey the damage they found virtually everything destroyed and could not continue to inhabit the two islands; they returned to Falalis. Some two or three weeks later, large bombers resumed the bombing of East Lagoon, which then continued on a regular basis for an estimated year--i.e. until the end of the war. The islands of East Lagoon were therefore abandoned by the Woleaians during most of the time. Some damage in West Lagoon, away from the main Japanese facilities, was relatively light.

Migration to Falalis

Most of the displaced residents of East Lagoon repaired to Falalis, which quickly became overcrowded as it already had a population. From there some families traveled to the distant islands of Faraulep, Lamotrek, and Elato to the north and east. But the main emigration

was to Ifalik, about 35 miles to the east.

Shortly after the regular bombing began, a canoe was dispatched to Ifalik to determine the possibilities of refuge there. When it returned with the information that Ifalik was not occupied by Japanese and was not suffering bombing, a slow but steady emigration by sailing canoes began, which lasted the remainder of the war, two or three canoes making the trip at a time. It is estimated that well over 50 trips in all were made, carrying women, children, and personal belongings. The trip, being relatively short, was not considered particularly hazardous, but in such numbers and frequency mishaps did occur and at least one of the deaths claimed was a consequence of this mass exodus to Ifalik via canoe.

After the War

The end of the war was announced by a canoe returning to Woleai from Ifalik. The resident core of people in that lagoon after the surviving Japanese had been removed [illegible] very lightly, since the island's agricultural productivity was been almost entirely destroyed by the occupation, the military construction, and the bombing. Food had to be regularly transported via canoe from Ifalik for several years after the war, and we had not [illegible] since the 1950's before Falalop itself was able to sustain a resident population again.

Although in places [illegible] and craters have been useable as taro patches, on the whole the fertility of the island has been permanently impaired, [illegible] by the coral and gravel which still cover a large part of the island.

SUMMARY OF DISCUSSION WITH CHIEFS OF FALALOP, WOLEAI

by GENE W. MATTHEWS, Attorney

MICRONESIAN CLAIMS COMMISSION

On the evening of December 13, 1973, after the previous week of developing the claims of the Woleai Atoll, I held a meeting with the chiefs and elders of Falalop. My interpreters were Alfonso Luguliol and Tino Uolai. Also present was Tony Villanueva of Micronesian Legal Service and his interpreter, William Yalofil.

The residents simply could not recall any exact dates of when particular events took place. They could, of course, give some rough idea of intervals between events, but they had no reference from which to establish a calendar date. This is a typical situation among all outer islands. Intervals that were painful are naturally recalled as seeming longer than intervals that were more pleasant. As one of the elders remarked, "We were not concerned with what day it was, we were trying to keep our families alive."

Early in the war there were perhaps 5 or 6 Japanese on Woleai. Apparently the Japanese "Seabees" came ashore unannounced and began to immediately clear the island for the airfield. There was not any meeting with the chiefs to discuss this taking. Chief Tewasilar recalls that some of the first land cleared was his, located on the south-eastern tip of Falalop. He immediately approached the Japanese administrative officer (Tewasilar is unsure if he was civilian or military) and asked, "Do you know that my land is leveled?" The officer went off to investigate and later returned. He told Tewasilar, "We must both be quiet because these Seabees can do anything they want to the land and can shoot us if we interfere."

The Seabees first cut a road about 75 feet from shore along the lagoon side of the island. Next they began clearing the airstrip. Every high elevation was scraped away and filled into the taro swamp. A railroad track was built leading from the airfield to the tip of Falalop adjacent to Mariaon. There large quantities of coral and sand were dredged out of the inlet and hauled to the airfield.

As to the matter of compensation, all the witnesses were quite emphatic in their assertions that they were never paid for the clearing and occupation of their land. Apparently there was very little civil administration, either before or during the airfield construction. In other areas any Japanese compensation for land was offered by a civilian entity, with the later military administrations being more abrupt due to the necessities of war. It would appear that this latter format was the case in Woleai.

EXHIBIT K

The elders went on to describe their migrations, first to Mariaon, then to the other islands. As best as I could determine, the account prepared by Robert Clifton accurately relates these events.

It was recalled that when the inhabitants returned to Falalop, they could stand with their ankles in the lagoon and look across the stripped island at its widest point to see the waves breaking on the opposite reef. It is interesting to note that despite the starvation of perhaps 4,000 Japanese soldiers, the inhabitants found enough stored food to support themselves during the first eight months of their return.

The elders independently recounted the story that I had heard elsewhere concerning the importation of seedling coconuts by canoe from as far as Puluwat. They were familiar with the account of the two Satawalese canoes caught by a typhoon after one of these trips

At the time of this meeting I was up to date with all the claims that had been filed from Woleai, and I could not find any contradictions or inconsistancies in the overall pattern that was projected. I felt that the chiefs and elders considered their statements as very important, and their demeanor was solemn and deliberate.

Wolcai Dr
2nd Letter

Ineric Village
Yap, Caroline Islands
U.N. Trust Territory
96945
September 10, 1970

Hon Cornelius E. Gallagher
House of Representatives
Washington, D.C. 20515

Dear Congressman Gallagher,

Last May we chiefs of Woleai Atoll wrote to tell you we have not yet had any help to put in our War Claims. The other chiefs have returned to Woleai but I am remaining on Yap so that I can be of greater help in establishing our claims. I would like to tell you the story of what happened to us during the war so that you may realize that every family on Woleai suffered great losses.

In 1943 the Japanese brought a great many workmen to Woleai to build an airstrip on Falalop Island and fortify all the main islands of the atoll. First the Japanese told the people of Falalop Island to take down their houses and move them away as they were going to use all the land of the island. They told us if we didn't remove the houses they would bulldoze them away. So we took down all our houses and carried the timbers to the beach. The Japanese said all the people should move to Mariang and Falalimp Islands and we could rebuild our houses there. So that is what we did.

I and all the other able-bodied men were forced to help build the Japanese installations. There were about 100 of us. Another hundred Micronesians were brought from the islands of Lamotrek, Ifaluk, Satrik and Eilanda. Very much work was given us. Our Japanese superiors made us work from sunrise to sunset because they said it was to help the war effort. We worked a whole year for these Japanese. They gave us no pay and they gave us food. They said we would be paid later, but they gave us no receipts for our labor. We never did get paid.

The Japanese made us work with all kinds of work. Very many coconut trees were chopped down and were then built over two pits were covered over to make the air strips. Bunds were built for officers. Many long lines of trenches were dug, and pillboxes, bunkers, shelters and ammunition dumps were made of iron and concrete. They really fortified the Islands and made us work hard.

After a year of work, the Japanese ships brought soldiers to Woleai and took the Japanese civilians away. The ships also took the Micronesians back to their home islands and we did not have to work for the Japanese any more. More and more soldiers arrived and guns and other things, until there were 6,000 soldiers and Navy people here.

Early in 1944 the American planes made their first attack, bombing and strafing the Islands. After this first attack we chiefs thought that it would be better if we moved across the lagoon to Falalimp Island which was not fortified. The air attacks continued so all our people moved to Falalimp Island and left our houses behind. The Japanese commander sent 30 soldiers with us to watch us. Falalimp was bombed only three times, but the other Islands were bombed and strafed many, many times.

Soon no more Japanese ships came with food and supplies and the Japanese lived off our gardens. The Japanese would not allow us to go back to our gardens for food. Soon the food from the Falalimp gardens was used up and we had only coconuts and fish to eat and not enough of that. We tied using our canoes for fishing outside the lagoon but the American planes came and strafed us and more men were wounded. After that we did only night-fishing near the shore. The Japanese used dynamite to catch their fish, Falalimp was heavily overcrowded, we never got enough to eat and were always hungry.

Although the 30 Japanese guards warned us not to leave the Island, some of the men sneaked off at night in small canoes to their home Islands for breadfruit and taro from their own land. After a few nights the Japanese caught one of our men on the way, were putting a canoe into the water and forced them to shoot at the point of the gun.

In the months went by we caught fewer and fewer fish from the lagoon and we were getting progressively hungry. The Japanese were starving, even though they ate all our gardens, so they were starving the Japanese began chopping down our coconut trees to eat the heart of the plant. We burned house scarce collector each sending the Japanese used the houses and houses for firewood. By the end of the war there was no other firewood available at all so the Japanese used even the good houses and houses piece by piece.

EXHIBIT L

All the time we were getting less and less food to eat and more of our people died of starvation. Every day we are talking about what we could do. We didn't want our children to die, and we didn't want to die either. Then someone said "Let us try to go to Ifaluk." We know some of the Japanese want to kill us all so their soldiers can have more food. That was the Army officers, but the Navy officers are better. We very afraid, but we asked the Navy officer anyway. He said O.K. but allowed us to use only two canoes.

Ifaluk is only 45 miles east and by sailing at night we avoided the American planes. We asked the Ifaluk chiefs if they could help us and they sent eight canoes to pick up our people. So they did this and helped more than half the people move to Ifaluk. The rest stayed behind and before the end of the fighting more of them had died.

As time went on not so many American planes came to bomb us and not so often. We didn't know what to think, but we are hoping some Japanese ships would come to take their soldiers away. But no Japanese ships did come. It was the American ships, one big ship and some smaller ones. They took the Japanese away and we were told they would not come back any more.

After the American ships left with the Japanese we returned to our islands and found nothing left. There were no houses at all on Falalop, [illegible], [illegible], [illegible], and only a few left on [illegible]. Most of our coconut trees and all our breadfruit trees were gone. [illegible] island where I am chief had only 7 coconut trees left and it is the biggest island of the atoll. All our [illegible] were gone and half, more than half, our taro pits had been covered over. [illegible] of our large ocean-going canoes and [illegible] of our canoes had been destroyed or used as firewood. The hibiscus trees which we grow for fiber to make our clothing were also gone so that [illegible] most of our [illegible] for weaving cloth. And 45 of our people had lost their lives. We had no houses and no material to build new ones.

We were very sad when we saw all these things. Instead of our beautiful trees and houses, canoes and gardens, we saw only trenches, guns, pillboxes, bomb shelters and [illegible]. Many of these things were too [illegible] to move [illegible]. We [illegible] and no [illegible] over [illegible] to look at [illegible] help us put in our claims. [illegible] ago we asked for claims forms [illegible] yet. Now that the [illegible] Congress is talking about this [illegible] they will give our claims [illegible]. In the United States [illegible] I am chief, so I hope you can give my people some help. Thank you for reading my letter!

Sincerely yours,

Tewasilyar
Chief [illegible] Tewasilyar
Chief of Falalop, Woleai
Yap District, 96943

CC: Senator Quentin Burdick
Rep. Spark Matsunaga
Rep. Lloyd Meeds

MICRONESIAN CLAIMS COMMISSION
P.O. BOX 242 CAPITOL HILL
SAIPAN, MARIANA ISLANDS 96950

February 12, 1974

Rev. William J. Walter, S.J.
Yap, Western Caroline Islands
96943

Dear Father Walter:

I received your letter of January 21, 1974, together with the enclosed material from your files. I found it all to be quite helpful and greatly appreciate you taking the time to pass such information along.

Your analysis of the births of the three Woleai children certainly helps resolve the apparent inconsistency in the Woleai land documents. I know you are aware of the problems of trying to pin down exact dates, and naturally I value all the leads I can find in establishing a general picture.

Based on all the information that I have been able to obtain concerning Woleai, the following sequence of events emerges. The airfield construction got under way in late 1942 or early 1943 - January 1943 seems the best date. The arrival of the large garrison of Japanese army troops must have been about the time of the first heavy U.S. air raids on Truk in February 1944. This would be supported by the events that the Japanese soldiers related to you concerning their pull out from Manchuria in late 1943, and also by the statements gathered by Robert Clifton that the garrison troops arrived about the time of the damaged destroyers from Truk. According to Morison, Vol.XIII page 27, n.1, the first carrier strikes on Woleai were on March 30, March 31, and April 1, 1944. Richard, Vol. II, page 20, n. 30, reveals that Japanese Army Major General Kitamura was on an inspection tour of Woleai and was cut off by these sudden raids just as this installation was almost completed. (I presume that the wrecked "Betty Bomber" on Falalap today is the one in which he arrived.) General Kitamura surrendered Woleai on September 19, 1945. If you have any comments or personal knowledge on this sequence which I have established, please let me know.

Probably John Rulmal and I will go out to Ulithi in June at the time of the high school graduation. We hope we can remain long enough to gather all the evidence we will need to prepare decisions

EXHIBIT M

on the Ulithi claims. Our plans are still tentative and will of course have to remain flexible. I can only hope that we will receive the kind of cooperation there that I experienced with the people of Woleai in December.

I thank you again for all the help you have given and am looking forward to finding you in good health this summer.

Sincerely yours.

Gene

Gene W. Matthews
Attorney

MICRONESIAN CLAIMS COMMISSION

CLAIM NO. all Wolai Claims

I, MATTHIAS YAITAWER, Age _____

RESIDENT (Magistrate, Chief, Resident or Other) residing at FALALOP (Village, Hamlet or Municipality)

in WOLEAI ATOLL (Island) YAP (District) make the following statement -

concerning the BUILDING OF THE JAPANESE AIRFIELD (land, crops, buildings, personal property, death, injury or other)

~~claim~~ ON FALALOP, WOLEAI (Name of Claimant) about which I have personal knowledge:

I was working for the Japanese in Yap, doing road construction, when we first heard that Japan was at war with the U.S. The Japanese workers were cheering "BANZAI" and marching up and down the road near Ginuy, Rull. Shortly afterward I traveled by Japanese ship to Woleai. When I arrived there were not many Japanese and the large Tawa [illegible] in the center of Falalop island was undisturbed. After two or three months the Japanese asked if anyone wanted to work in Fais. I volunteered to help fill the quota required. I worked in Fais in the phosphate mines for 5 or 6 months. ~~[illegible]~~ I returned to Falalop for a short time and noticed that there still was no airfield construction going on. I then worked

(Date) (Signature or Mark)

IF BY MARK, TWO WITNESSES:

Name: Address:

Name: Address:

EXHIBIT N

MICRONESIAN CLAIMS COMMISSION

CLAIM NO. _____

I, _____, Age _____

(Magistrate, Chief, Resident of Other) residing at _____ (Village, Hamlet or Municipality)

in _____ (Island), _____ (District) make the following statement

concerning the _____ (land, crops, buildings, personal property, death, injury or other)

claim of _____ (Name of Claimant) about which I have personal knowledge

for several more months in Fais mining phosphates. I was paid for all the phosphate mining I performed during these two intervals.

When I returned to Falalop for the third time the airport was well under construction. Houses were being pushed away, trees were being cleared, and the large taro swamp was being filled with rocks, sand and coral. I then began working on the airp

All of the above is the actual way the events happened.

X _____

WITNESSES

The above statement was made on December 13, 197 in Falalop, Wolai, in the presence of Rene W. Matthews, attorney for Micronesian Claims Commission; Tino Tolai, interpreter for Mr. Matthews; Tony Villanueva, Counselor of M.T.S.C., and Chief Yalmai of Falalop.

WITNESSES:

X Rene W. Matthews

X _____

X Tony Villanueva

X _____

REV. WILLIAM J. WALTER, S.J.
YAP, CAROLINE ISLANDS
96943

January 21,1974

Gene W. Matthews
Micronesian Claims Comm.
Box 242
Saipan, M.I. 96950

Dear Gene,

Enclosed is the information from our Church Records on the birth and baptism of the three young Woleai people whom your informants said were born in 1940;

Nicholas Saling: born c.1943 : baptized Sept. 18,1951
Juanito Fasong: born March,1944: baptized Feb.7,1950
Elizabeth Laiwer: born c. 1943: baptized Sept. 18,1951

The above data seems to make 1940 rather improbable as a birth year for the following reasons. The baptisms took place in 1950 and 1951 and the parents were carefully questioned as to the time of the children's birth. Juanito's family came up with March,1944 and this I accepted after looking at the child and judging the child to be approximately 6 years old.

As to Nicholas Saling and Elizabeth Laiwer both were baptized in Sept. 1951 and their birth years are placed at circa (about) 1943. Thus from the record it appears that the families were unable to give me any definite information as to date of birth despite my questioning. In similar cases days I would usually ask if the child was born before, during or after the presence of the Japanese, etc. From the replies given my final judgment was that the children were approximately 5 yrs. of age at the time of baptism. According to your informants the children were born in 1940,yet back in 1951(12 years earlier) no one had been able to state a definite year. From the above evidence I doubt that a 3-year error could have been made in my calculations.

To help you in your work I've zeroxed a substantial amount of information from my files. cf. Enclosures.

Concerning the time for the building of the airstrip on Falalap, Woleai read the two letters from the Woleai Chiefs to Rep. Cornelius Gilmar. All this information was collected by means of group discussions. I typed the letters, had the chiefs verify what I typed before signing, and I'm confident the details are substantially correct.

If I can be of further help please ask. It's a pleasure to be of assistance.

Sincerely,

William J. Walter, S.J.

EXHIBIT O

Office of Star Rev & Lt (a)

Chaser File

A16-3/7712

Serial: 0395

UNITED STATES PACIFIC FLEET
AND PACIFIC OCEAN AREAS
HEADQUARTERS OF THE COMMANDER IN CHIEF

11 February 1946

DECLASSIFIED

From: Commander in Chief, U. S. Pacific Fleet and Pacific Ocean Areas.

To: Chief of Naval Operations.

Subject: Report of Surrender and Occupation of Japan.

Reference: (a) CinCPac confidential ltr. A6-5, serial 0396, dated 11 February 1946.

Enclosures: (See Table of Contents following.)

1. The subject report is forwarded herewith.

2. Reference (a) contains most of the source materials on which this report is based.

3. The operations described herein include brief mention of the activities of Army forces under CinCAFPac, inasmuch as all forces involved were closely integrated under a common plan. It is not intended, however, that this report should cover in much detail the operations of Occupation Forces, especially after completion of the landing phases.

4. This report is CONFIDENTIAL and shall be safeguarded in accordance with the provisions of Article 76, U.S. Navy Regulations, 1920.

J. H. Towers

J. H. TOWERS.

EXHIBIT P

[illegible]er and Evacuation of Nauru.

Two days went by, following the capitulation of Ponape, before the next surrender took place in the Pacific Ocean Areas, with the surrender of Nauru Island (situated just below the equator, to the west of the Gilbert Islands) to Brigadier J. A. Stevenson, Australian FIRST Army, on 13 September, aboard DIAMANTINA (IF). The Japanese force on Nauru was commanded by Rear Adm Soeda, Imperial Japanese Navy, and numbered 2081 men. In addition to the Japanese naval personnel, there were 541 Koreans, 513 Japanese civilians, 57 Nauruans, 837 imported natives, and 166 Chinese. On 17 September, 94 Japanese officers and 1327 enlisted men left Nauru on the ships OL RIVER GLENELG and [illegible] RIVER BURDEKIN.

Although no supplies had been landed since September, 1944, all personnel were in fair condition from existing on local produce. There were only 130 hospital patients on hand.

The western airstrip on Nauru was completed on 23 September, and became available for use by aircraft up to the size of the C-47 type.

As indicated elsewhere in this report, Nauru and Ocean had been turned over to Australia and the United Kingdom respectively after some negotiations between the State Departments of those countries and that of the United States. They both remained subject to coordination by Cinepac-Cinpoa in operational matters, however, since they were within the limits of the Pacific Ocean Areas, and on 7 October, Cinepac-Cinpoa directed the commanders of the occupation forces of these two islands to report to Commander South Pacific.

Surrender of Lamotrek.

PAPAYA (AK), Lieutenant R. W. Nelms Commanding, arrived at Lamotrek Atoll, in the Central Carolines, on 16 September to receive the surrender of the Japanese garrison there. Lieutenant Nelms represented the Atoll Commander Ulithi. A force of 25 Japanese naval personnel was found there, operating the seaplane base and the radio and weather stations, which were still in commission. The radio equipment, arms, and [illegible] were taken aboard PAPAYA and carried to Ulithi, while the 235 native Carolinians were left on their atoll.

Surrender and Development of Woleai.

On 19 September, the American Flag was raised over Woleai Atoll, in the Central Carolines, by personnel from ELDORADO (AG) two days after the beginning of surrender negotiations. Lieutenant Colonel P. H. Colmer, USMC, representing the Island Commander Guam, received the surrender from Major General Kitamura, the Woleai Atoll Commander, who had arrived by plane before the war's end on an inspection tour, and had been stranded there by the damage done to the airstrip by American bombing strikes.

The destroyer escort, and a 9,347-ton Japanese AP converted into a hospital ship (the TAMASHO MARU) had arrived at Woleai almost simultaneously on the 17th. A Marine detachment from ELDORADO boarded the Japanese vessel and concluded arrangements for the evacuation of the entire Japanese garrison. The same afternoon, a small Marine detachment went ashore on Woleai Island, where it made arrangements with Major General Kitamura to demilitarize the atoll and embark the entire garrison on the TAMASHO MARU within 52 hours.

P-O-N-P-I-N-E-N-T-I-A-L

At 0730 on the 16th, a small Marine detachment landed on Woleai to check the progress of the Japanese garrison in the work of demilitarizing the island, then moved to one of the islands in the atoll inhabited by the natives. Before evening 195 serious cases had been put aboard the hospital ship. The Japanese had been ordered to carry out the usual demilitarization procedure and burn the majority of dirty shacks in which the garrison was to be quartered. Despite their generally enfeebled condition, the Japanese fell to work alacrity in the accomplishment of these instructions, in order to expedite their return to the Japanese homeland.

In January 1943, the Japanese garrison on Woleai had numbered approximately 6300 men, but since that time, starvation had claimed approximately 4400 persons, and 450 to 500 had been killed by air raids, reducing the garrison to 1634 undernourished skeletons when the end came.

The Japanese had attempted to supplement their diminishing supplies by gardening on most of the sandy, coral-exposed islands of the atoll. Although this proved partially successful, the death rate from starvation increased rapidly before sufficient quantities could be raised and harvested. The number of deaths from malnutrition had fallen off gradually as the gardens yielded more and more foods; but, because of the long period of malnutrition, a large percentage of the survivors suffered from undernourishment, with many having beri-beri.

The garrison, in fact, were in such a weakened condition that some men fell to the ground when carrying relatively light packages, though the officers appeared to be in better health than the enlisted men, having received first priority in obtaining the rations of fish, rats, sweet potatoes, coconuts, and a small amount of rice.

By 2200 on the 19th, 1251 more Japanese had been removed to the TAMASAGO MARU, and by 1112 on the 20th, the last Japanese had been evacuated. The Japanese military personnel, who had stripped their officers implicitly in disposing of the island's military equipment, lost all semblance of discipline as soon as the order was given to evacuate the atoll. In some instances, too many men crowded aboard a rather crude sampan boat, and when ordered to disembark, clung to their seats with such desperate tenacity that they had to be thrown off forcibly. Orders from their own officers were completely ignored. At 1220, on September 20th, the TAMASAGO MARU set sail for Japan.

The natives on Woleai totalled 91 persons (22 men, 24 women, and 45 children), concentrated on the three islands of Falalis, Fanl, and Faluolegalae, which had been left alone by the Japanese. Although none of the natives complained of sickness or undernourishment, which indicated that they had found a sufficient diet in the foods available during the Japanese occupation, the women did not look very strong. The native men, on the other hand, appeared to be quite healthy.

Before the war, approximately 300 natives had lived on Woleai Atoll, but after the coming of the Japanese, the Carolinians found it difficult to obtain adequate food for that number. When American bombings began to add to the unpleasant aspects of life on Woleai, approximately 200 natives migrated in their canoes and sailboats to Ifalik Island to find more food and safety. The 91 natives who remained expressed a desire to remain on the atoll under American rule.

F-I-N-A-L

A hospital ship which arrived in July, 1944, had been the last surface ship to visit the atoll, but Japanese submarines had subsequently come in October 1944, December 1944 (on which occasion the garrison received the last mail to reach Woleai), January 1945, and May 1945.

An inspection of the Woleai Airfield showed that it required rebuilding, so thorough had been the destruction wrought by the 7th Air Force B-24s and various Navy search and photographic reconnaissance planes. This was a task which would require the use of heavy equipment. Many bomb craters were eight or 10 feet deep, necessitating the hauling of large volumes of coral to fill them. Most of the field was overgrown with vegetation, and some parts had even been made into gardens by the Japanese. The last plane to use the airstrip had come from Truk in October 1944.

Before leaving the atoll, the landing party from SLOAT secured and boarded up the Woleai radio station (which was able to reach Truk), leaving it intact for possible future use.

MEMORANDUM FORM TT-276C

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

TO : Chief, Lands & Surveys DATE: 4/17/74
THRU : Director, Resources & Development AR
FROM : Attorney General

SUBJECT: Micronesian Claims Commission Decision No. 1000, Claim of Robert Billarmino Gatelmar, dated March 29, 1974.

Attached is a copy of the subject claim for your information.

When determined, please let us know what documentation or other evidence appears to support or refute any claim of title in the land involved that the Trust Territory Government might assert, and what your commendation with respect to any such claim is.

Similar information should also be developed for the other areas in which the Claims Commission has, is and will be investigating, and determining claims. Some of these areas are indicated in the Claims Commission letter of March 13, 1974, copy attached.

for Dominic Nakamura
Richard I. Miyamoto

Attachment

Maybyd, I believe we are working on this report TO

RECEIVED APR 19 1974

Mr Kuen

178.33.5

MICRONESIAN CLAIMS COMMISSION

Saipan, Mariana Islands 96950

IN THE MATTER OF THE CLAIM OF

ROBERT BILLARMINO GATELMAR, as the Representative of THE MENGAULAFACH, GOFALEW, AND SAFELACHIG CLANS

Under the Micronesian Claims Act of 1971

Claim No. 5501-E

Decision No. 1000

Counsel for Claimant: Tony Villanueva, Counselor Micronesian Legal Services Corporation

DECISION

This is a claim in the asserted amount of $567,300.00 filed by ROBERT BILLARMINO GATELMAR, on behalf on THE MENGAULAFACH, GOFALEW, AND SAFELACHIG CLANS under Title I of the Micronesian Claims Act of 1971, hereinafter referred to as "the Act," for the destruction of certain property and for the damage to and occupation of certain parcels of land during the hostilities between the Governments of Japan and the United States during World War II.

Section 104(a) of the Act provides for the receipt, examination, adjudication, and rendering of final decisions by the Micronesian Claims Commission, hereinafter referred to as "the Commission," in accordance with the laws of the Trust Territory of the Pacific Islands and international law, with respect to the claims of Micronesian inhabitants of the Trust Territory of the Pacific Islands for loss of life, physical injury, and property damage directly resulting from the hostilities between the Governments of Japan and the United States between December 7, 1941, and the dates of the securing of the various islands of Micronesia by United States Armed Forces. (85 Stat. 94, 50 U.S.C. App. §2019c(a) (Supp. II, 1973).)

On the basis of record in this matter, including the statement of the witness, Chief Yalmai, and the examination of ROBERT BILLARMINO GATELMAR and other witnesses at the location of loss, and on the basis of the records of the United States Armed Forces concerning military action in the Western Caroline Islands, the Commission finds that the indigenous population of Falalop Island lived off the land in a subsistence agricultural economy; that in January 1943, the residents of Falalop were removed from the island and the Japanese Armed Forces

began construction of an airfield; that during the construction most of the trees on the island were destroyed; that the topsoil was removed to fill in taro pits and that the airfield area was covered with coral and cement; that in March 1944 the area was subject to air strikes by the United States Armed Forces; that additional damage to the crops was caused by the foraging of approximately 5,500 starving Japanese soldiers who were stationed on this atoll; and that it is now impracticable to restore the damaged land to its original state. The Commission further finds that for the purposes of the Act THE MENGAULAFACH, GOFALEW, AND SAFELACHIG CLANS were the equitable owners of certain property, hereinafter more fully described, on Falalop Island, Woleai Atoll, Yap District, and that the property was damaged or destroyed as a result of the hostilities between the Governments of Japan and the United States and used by the Japanese forces without payment of compensation prior to September 19, 1945, the date Woleai Atoll was secured by the United States Armed Forces. The members of THE MENGAULAFACH, GOFALEW, AND SAFELACHIG CLANS have been since July 18, 1947, and were on the date this claim was filed, citizens of the Trust Territory of the Pacific Islands.

Under international law, the general rule of damages with respect to property lost or destroyed is the actual value of the property at the time of its loss or destruction. (V Hackworth, Digest of International Law 756 (1943), II Whiteman, Damages in International Law 1051 (1937).) In cases in which personal property is merely damaged, the measure of damages is based on the cost of promptly effecting necessary repairs. (Ibid.) And where land has been damaged, the measure of damages is the diminution of the land value caused by the damage to the land. (II Whiteman, supra., at 1246). Concerning the use of property, in most instances the rental value of the property is the measure of damages. (V Hackworth, supra., at 761). The Commission has adopted these rules in determining the value of lost, destroyed, damaged or used property and has considered the value of various types of property during World War II in Micronesia, as well as the rental value of property.

In deciding upon a specific amount to be paid for the land damage presented in this claim, the Commission has carefully investigated all major theories and methods of land valuation that could be applied. These include establishing a

monetary valuation for the normal crops optimally distributed on a typical acre and relating the extent of soil damage to the crop damage figure; capitalizing the optimum income that a typical acre could produce annually; analyzing previous land transactions and comparable valuation of similar land; and projecting the cost of land restoration to the original subsistence agriculture state. The Commission concludes, on the basis of its investigation, that under the Act fair and reasonable compensation for the land damage and use claimed herein shall be $410 per acre for the total loss of all crops, $500 per acre for the devastation of the soil, and $50 per acre for each year's loss of use.

The Commission accordingly finds that the parcels of land owned by THE MENGAULAFACH, GOFALEW, AND SAFELACHIG CLANS sustained damage and the claimants suffered losses in the following amounts:

ITEM	VALUE
1. NORTH LUGALAP (19.8 acres)	
A. Destruction of crops	$ 8,118.00
B. Land damage	9,900.00
C. Land use for thirty-two months	2,640.00
2. LAMORUM LANDS (7.5 acres)	
A. Destruction of crops	3,075.00
B. Land damage	3,750.00
C. Land use for thirty-two months	1,000.00
Total	$28,483.00

Losses are also claimed by reason of the destruction of certain property. Having considered the record and the general value of similar property, the Commission finds that the claimants lost the property listed below, and that at the time of loss, the property had the following value:

ITEM	VALUE
1. Three dwellings, two cook houses, and one woman's house	$ 577.00
2. Two looms	50.00
3. Phonograph	12.00
4. Tool box with cont[illegible]	25.00
5. Basket of coconut [illegible]s	1.00
6. Eighteen foot canoe	150.00
7. One grave site	100.00
Total	$915.00

The Commission concludes that as a result of the destruction, occupation and damage to the property, THE MENGAULAFACH, GOFALEW, AND SAFELACHIG CLANS suffered losses which are compensable under Title I of the Act in the aggregate amount of Twenty-nine Thousand Three Hundred Ninety-eight Dollars ($29,398.00) and that they are entitled to an award in such an amount.

The Commission has decided that interest will not be included in awards under the Act. (Claim of Minnah Malong, et. al., Claim No. 1090-J, Dec. No. 1.) Accordingly, no interest will be allowed in this claim.

AWARD

Pursuant to the provisions of Title I of the Micronesian Claims Act of 1971, an award is hereby made to ROBERT BILLARMINO GATELMAR for the benefit of THE MENGAULAFACH, GOFALEW, AND SAFELACHIG CLANS in the amount of Twenty-nine Thousand Three Hundred Ninety-eight Dollars ($29,398.00).

Dated at Saipan
Mariana Islands

24 MAR 1974

Ben M. Greer, Chairman

Jose C. Cabrera, Commissioner

John B. Rulmal, Commissioner

Wallace A. Witkowski, Commissioner

5501-E

MICRONESIAN CLAIMS COMMISSION
P.O. BOX [illegible]
SAIPAN, MARIANA ISLANDS [illegible]

MAR 14 1974

March 13, 1974

Honorable Richard I. Miyamoto
Attorney General
Trust Territory of the Pacific Islands
Saipan, Mariana Islands

Dear Mr. Miyamoto:

In our discussion on March 7, 1974, the Commission agreed to supply your office with a list of areas in which its attorneys will be investigating land claims under the Micronesian Claims Act of 1971.

At the present time an attorney is in Palau developing claims for the southwest islands of Sonsorol, Pulo Anna, Merir and Tobi. On March 19, 1974, another attorney will go to the Marshall Islands to develop land claims for Jaluit, Mili, Maloelap and Wotje Atolls. He will also visit Kwajalein to discuss and gather background material on Eniwetok, Bikini and Kwajalein Atolls. The Commission will, of course, discuss the claims on these latter atolls before a decision is issued.

Sincerely,

Robert I. Bowles
Chief Counsel

B- copy to [illegible]

TT FORM 98
REVISED 10-65

TRUST TERRITORY OF THE PACIFIC ISLANDS
OFFICE OF THE HIGH COMMISSIONER

FROM	INFORMATION	CLASSIFICATION	ORIGINATOR
HICOMTERPACIS SAIPAN MARIANA ISLANDS	14 (T) 4 1 3 Z		DMACNT:vs 3/12/74
TO: DISTAD YAP CAROLINE ISLANDS		DATE TIME GROUP	CLEARANCES
PRECEDENCE PRIORITY	PRECEDENCE		

SUBJECT CLAIM BY ALIEN PROPERTY CUSTODIAN TO FORMER JAPANESE AIRFIELD ON WOLEAI, AND REFERENCE DISTAD YAP MESSAGE 010346Z MAR 74 TO CHIEF, LANDS AND SURVEYS. CLAIM TO AIRFIELD LANDS APPARENTLY CANNOT BE

DOCUMENTED BY RECORDS LOCATED IN TRUST TERRITORY. HOWEVER, PLEASE INDICATE DATE OF OCCUPATION/TAKING OF LAND BY JAPANESE, DATES OF CONSTRUCTION OF AIRFIELD, AND WHETHER COMPENSATION OF ANY TYPE WAS

GIVEN TO PRIVATE CLAIMANTS. DEPENDING ON RESPONSE TO ABOVE AND UNLESS TITLE DOCUMENTATION CAN BE LOCATED SUPPORTING CLAIM BY ALIEN PROPERTY CUSTODIAN, SUGGEST THAT CLAIM BE WITHDRAWN. WITHDRAWAL OF CLAIM WOULD

TAKE THE FORM OF A PUBLIC DISCLAIMER TO ANY INTERESTS IN WOLEAI AIRFIELD LANDS. AS YOU ARE PROBABLY AWARE THIS MATTER IS LINKED TO FINAL SETTLEMENT OF WAR DAMAGE CLAIMS BY MICRONESIAN CLAIMS COMMISSION. IF

LANDS ARE FACT VESTED IN ALIEN PROPERTY CUSTODIAN, CLAIMS FOR LAND DAMAGES WILL HAVE TO BE DENIED BY COMMISSION. YOUR THOUGHTS AS TO THE ABOVE WILL BE APPRECIATED. ATTORNEY GENERAL AND CHIEF, LANDS AND SURVEYS SEEKS.

HQLS-1619
File: 178.70.23

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FOR HQL&S. REUR SERIAL LS 13205, JANUARY 9, 74. WOLEAI AIRSTRIP.
THIS OFFICE UNAWARE OF ANY DOCUMENTATION TO COUNTER CLAIMS OF
PRIVATE CLAIMANTS TO FORMER JAPANESE AIRSTRIP, FALALOP ISLAND,
WOLEAI ATOLL. GOVERNMENT CLAIM RESTS ON JAPANESE USAGE ONLY. NO
EVIDENCE OF PAYMENT. DLNC YAP
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Taking action on copy
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Action: Mr. Mas

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Attn: District Administrator, Yap
District Land Management Officer

Assistant Chief, Lands and Surveys

Former Japanese AirStrip, Woleai Atoll

We wish to know whether the Trust Territory Government will assert a claim to the former Japanese airstrip on Woleai Atoll. If a claim will be asserted, what will be the basis of the claim? Is there any documentary evidence available to show that payment was made?

Maynard Rose

ORIGINATOR
MRRAS:rk

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TT 1053 (REV. 12-60) (Other Forms Obsolete)

MEMORANDUM FORM TT-5700

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

TO : High Commissioner

DATE: July 16,1969
Serial No.P-60

FROM : Commissioner for Public Works

SUBJECT: Proposed Private Airstrips on Woleai , Fais and Satawal

It is my opinion that this government should encourage undertakings such as that proposed by Rev. Kalau. The level of service which the government now offers to the people of these outer islands is so low as to practically indiscernible. If a philanthropic organization offers to undertake to raise that level of service at no cost to the government, I certainly would recommend that we not stand in the way.

To the best of my knowledge, we have no funds programmed to assist in an effort such as this. Furthermore, I am sure that we have neither the funds nor the capability to offer to maintain any airstrips placed on these outer islands. Therefore, I assume that the airstrips will be established and maintained with private funds. As Distad Yap points out some of the land required is definitely private, and the rest could be either private or public. If one looks at the proposal from the point of view that private funds are being used to build five to six hundred foot sod airstrips, usable only by light aircraft during daylight hours, on land which is either private or of uncertain title, does one really have to worry about government "control"?

It is my opinion that this government should require from the people inhabiting these outer islands and from the Yap District Legislature a positive statement of support for Rev Kalau's project. If the Yapese agree that the project is worthy, I can see no reason for this government ensnaring the project in red tape over the land situation or the "control" of the landing strips.

Certainly the pilot or pilots using the strips and the facilities on Yap would be required to follow approved flight procedures, as would any private pilot of a light plane in Trust Territory airspace. Just as certainly any navigational aids would have to be approved by our communications people and/or the FAA. If the service offered is a charter service, FAA air taxi requirements will have to be met. I believe that this represents plenty of control, and that anything further would be ridiculous considering the scale of the project.

T. M. Nosek

T. M. Nosek

MEMORANDUM FORM TT-5706

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

TO : High Commissioner **DATE:** July 14, 1969

FROM : Attorney General

SUBJECT: Proposed Private Airstrips

The memorandum of June 26, 1969, from the District Administrator, Yap, does not request specific legal opinions and from the information submitted such opinions could not be given. However, generally, it should be noted that matters such as a business license, regulations regarding operation of aircraft and airfields, determination of title of land and any possible conflict with Air Micronesia and other carriers must be resolved.

Any lease of land by non-citizens or corporations not wholly owned by Trust Territory citizens must be approved by you as High Commissioner.

DR Tindal

Donald R. Tindal

Attachment

7-74

MEMORANDUM FROM TT-STOC

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

TO : High Commissioner DATE: June 26, 1969

FROM : District Administrator, Yap

SUBJECT: Proposed Private Airstrips on Woleai Atoll, Fais Island and Satawal Island

Pastor Kalau of the Liebenzel Mission of Micronesia for several years has been planning to purchase an airplane and navigation equipment in order to provide air service to Ulithi, Woleai, Fais and Satawal of the Yap District Outer Islands. He has now accumulated $50,000 toward this goal and would like to begin construction of the airstrips this year. He plans to provide the equipment necessary to build and maintain the airstrips and has arranged for transporting the equipment to the islands. His airplane will be able to land and take off in 400 feet. He plans to build grass covered airstrip and once it is built he will take delivery of his aircraft and could begin air service to the Ulithi airstrip.

Pastor Kalau informs me that former High Commissioners Nucker, Goding and Norwood expressed approval of this venture.

It has been the Government's policy that all airstrips in the Trust Territory are to be Government controlled as part of the Trust Territory air system. Pastor Kalau has been informed that the Government would grant him landing rights similar to those granted other private airlines in the Trust Territory. He has agreed that such landing rights would be satisfactory.

There are several problems and policy questions yet to be resolved concerning Government control of the land involved and the operation of the airstrips. The following questions should be considered:

1. All the land on Satawal Island is privately owned and the land on Fais and Woleai may be private land. Should Liebenzel Mission be allowed to lease the private land involved directly from the owners or should the Government lease this land?

2. Pastor Kalau plans to install navigational equipment, hire employees to operate the equipment, and maintain the airstrips on Woleai, Fais and Satawal. If it is Government policy to control all airstrips, what arrangement should be made for a Government contribution to the operation and maintenance of the airstrips? Should the Government assume part or all of this responsibility?

Subject: Proposed Private Airstrips on Woleai Atoll, Fais Island and Satawal Island

The land to be used on Woleai is a former Japanese military airstrip. The land to be used on Fais is part of an area used by the Japanese for phosphate mining. A land title determination hearing will be held this year to determine whether or not the Woleai land is public land. Public notice will have to be posted and a hearing held for the Fais land. Because of the long time required to determine ownership, agreements between the Mission, the claimants, and the Government probably will be required if Pastor Kalau is to proceed with his plans this year for the Woleai and Fais airstrips.

Please advise how this matter should be resolved.

George A. Hoover

cc: Attorney General
Commissioner for Public Works
Director of Transportation
Director of Land Management
Pastor Kalau
District Land Management, Yap

High Commissioner

Attorney General

Proposed Private Airstrips

The memorandum of June 26, 1969, from the District Administrator, Yap, does not request specific legal opinions and from the information submitted such opinions could not be given. However, generally, it should be noted that matters such as a business license, regulations regarding operation of aircraft and airstrips, determination of title of land and any possible conflict with the Micronesia and other carriers must be resolved.

Any lease of land by non-citizens or corporations not wholly owned by Trust Territory citizens must be approved by you as High Commissioner.

Donald R. Tindel

Attachment

RAHefner:lk
File: Legal

Secretary RAHefner July 24, 1969		
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Rev. 3-10-66

Commissioner for Resources and Development

Land Management Officer (HQ Staff)

Proposed Use and Repair of Airfields on Yap, Woleai, Fais and Satawal Islands, Yap District

August 1, 1969
Serial:LMDC:33
File:178.70.3
178.70.21
178.70.23
178.70.24
178.70.25

The following comments are submitted on the proposed use and repair of airfields on Yap, Woleai, Fais and Satawal Island, Yap District by Reverend Kalau of the Libennel Mission.

Existing Airstrip, Yap Island

This office has no objections to the use of the existing airstrip as long as all relevant aspects are cleared with the Division of Transportation, Division of Communications, Air Micronesia, EAA, etc. I assume, when uniform landing, parking and service fees are established by the Trust Territory, they will be applicable.

I understand from informal sources that the mission has obtained the use of a small piece of private land near the airstrip upon which Reverend Kalau plans to construct an all-weather hanger. This agreement would have to be reduced to writing, reviewed by this office and the Attorney General and then approved by the High Commissioner as it involves non-citizen use of private land. (Part 483 of the Manual of Administration).

Incidentally, is the Mission incorporated under the laws of the Trust Territory or elsewhere? I don't think it is.

Satawal Island

No objection is raised by this office to a lease agreement being entered into by the mission and the alledged private land owners. Such an agreement would also be subject to Part 483 of the Manual of Administration. I do not believe the Government will require use of the airfield for some years to come if ever.

Fais and Woleai Islands

The Government of the Trust Territory of the Pacific Islands apparently has a valid claim to the land on which these airfields

178.70.23

[illegible], however, I cannot see that this is a reason to delay establishment of the Mission's air service. Apparently, the Land Title Office, Yap District, plans to hold a Title Determinations involving these two areas with the next two years. A lease agreement could be entered into by the three parties and depending on the outcome of the Determination, the agreement would be binding on the party to which the land is awarded. Any revenues from the use of the airfield could be held in trust by the courts until the determination is finalized. However, the Land Title Officer must hold the determination within a reasonable period.

The above presupposes that this Government is willing to allow private corporations and individuals to operate, control and maintain airfields. The final decision on this matter is of course outside of the Division of Land Management's jurisdiction.

William A. McGrath

:WAC:mT:mpm

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178-70-23

REV. 2-20-66

Colonia, Yap
12 September, 1968

Dear Bill:

1. The Woleai Airstrip. I'll write this as a personal letter, as I have some question in my mind whether a memo would get thru Flannery. Everyone has had his hand in this one, and some people have gotten pretty excited at various times. I'll do my best to reconstruct the situation, but my knowledge is limited due to the fact that some of the correspondence appears to be missing from the file. Perhaps you have more in Saipan.

Kalau wrote to Hicom last year asking Hicom for permission to make an agreement with the people of Falalop, Woleai to use the airstrip on their island. When it was found that the TT might have an interest in the strip, P.C.Lawyer John Farrell wired you (4/5/67) requesting that the TT renounce any claim it might have in order that Kalau be able to deal directly with the people. There followed an exchange between Turner and Kilian concerning "PC Lawyers not going thru the Distad" (not true as you will remember) and the fact that the AG office didn't believe that there was such an Island as Falalop Woleai with an Airstrip on it. So I made a map and sent it to him attached to Mike's letter saying that the TT would gain little by claiming the strip, as in similar situations where the Japanese built things late in the war, they never paid the people for the land. Furthermore, Kalau claims that Hicom Coding told Distad Neas to return the area to the people, as there was little evidence to support a TT claim.

On 10/6/67 High Chief Santus Tawasilyaro of Woleai wrote to the Hicom and requested that the TT either renounce its interest, or file a claim. Someone wrote from Saipan and said that it was TT policy to claim everything used by the Japanese, including this strip. The claim was posted 30 January, 1968.

In there somewhere was a letter from Hicom to Kalau saying that it would be fine for the Mission to use the strip, but control (landing rights etc..) would have to remain in the TT. I gather this came about as a result of a draft agreement that was sent for approval by Kalau's attourney (again Farrell, I believe). This document was found to be objectionable to the Govt., I am told, because it granted Kalau almost exclusive landing rights. At this time he was planning to buy a Cessna Skymaster Twin, an airplane that requires some 2000ft of runway. He would have had to make extensice repairs on the strip, and would have been required to take a small dozer to the Island. Therefore I would gather that he felt that if he was going to spend so much money, he should be able to control the strip. His plans have again changed, and he is now going to buy a STOL plane that requires only 800ft. He has

obtained the use of a small piece of private land near the Yap Airport upon which he will build an all-weather Hangar. Because of this change of plans, the repairs required to make the strip operational will be considerably lessened, and now he is quite willing to settle for a simple landing right. But who does he get it from?

This situation has been further complicated by the fact that Flannery allegedly told the Chiefs (when he was in Woleai for the legislative planning conference) that there would be no action on the proposal until the claim is resolved. Flannery is apparently of the opinion that Kalau doesn't move very fast, and January's hearing will be plenty of time to resolve ownership. This hearing will undoubtedly result in return of title to the people, unless some new evidence is found. There is apparently, however, some feeling in Saipan that this strip (inoperational for 24 years) , no matter who the land belongs to, is part of the TT Air Sys tem, and therefore cannot be leased by a private organization. (This is in some letter from Saipan that I have not been able to find) Whether this means that someone is considering Eminent Domain proceedings if title is found to be in the people is an interesting question.

Anyway, as far as the Mission is concerned, Kalau doesn't care what kind of an interest he gets, as long as he is guaranteed the right to land there to serve the Weather Station he operates etc. He will soon have this plane and nowhere to fly it.

2. I would appreciate a TA for Saipan on or about 24 September.2k This thing with Quense (plus a letter from my father) makes me a bit nervous.

Say hello to your family, Jim, Vern and all those sweet little honeys in your office for me.

Don

TRUST TERRITORY OF THE PACIFIC ISLANDS
YAP DISTRICT

STATEMENT OF LAND CLAIM

Filed Pursuant to Office of Land Management Regulation No. 3

Claim No. _____
Date of Public Notice: Jan. 30, 1969

Place: Falalap Island, Woleai Atoll, Yap District

1. Names of Claimants:

A. Samfelachig Clan, Represented by Tewasilyar Santos

B. Mengaulfach Clan, of Iyefang Village, Represented by Chibul Bernard

C. Mengaulfach Clan, of Lugolap Village, Represented by Saflalmar Ignatio

D. Gofaluw Clan, Represented by Piyeinal Manuel

E. Sannel Clan, Represented by Sarofalbuch Isac

F. Gailengal Faluw Clan, of Iyefang Village, Represented by Yarofaisei Thomas

G. Gailengal Buol Clan, Represented by Raficit Alphonso

H. Santugopei Clan, Represented by Yarowemal Paulus

I. Gailengal Faluw Clan of Lugolap Village

J. Gailonga Woleai Clan, Represented by Emmal

2. Property Claimed:

The claimants claim as property of their respective clans all of the property described in the Government notice of January 30, 1968 which asserted ownership of the airstrip and adjacent areas on Falalap Island, Woleai Atoll.

3. Type of Interest Claimed:

The property is owned by clans as shown on the attached map. The claimant clans claim absolute and unencumbered ownership rights to all the property in question.

4. Claimants' Right to the Property:

The claimants are the customary and traditional owners of the property and at no time ever transferred any interest therein to any other person, company, or governmental entity.

5. Brief History of the Use of the Claimed Land:

A. German Times. German Times brought no change in the use of the land from previous periods. The land later converted into an airstrip was used extensively for agricultural purposes, chiefly for taro patches and coconut trees. The area was the richest farmland in Woleai Atoll and fed almost everyone there. The major change the Germans brought was regular trading ships which purchased copra and sold goods. The land then and previously was owned in various segments by the various clans.

B. Early Japanese Times. Initially, the only change introduced by the Japanese was the establishment of a small N.B.K. store on Woleai which bought copra and sold goods. The store was not located on the claimed land which continued to be used as before by the various clans for agricultural purposes.

C. 1937-1940. Around 1937 one Japanese policeman was stationed on Woleai. Around this time also a school was established with the N.B.K. man serving as the teacher. Shortly thereafter a weather bureau and a communications station were established which were staffed by about twelve civilians. Later, about eight or nine Japanese navy personnel arrived to set up and run another communications center. None of these facilities were located on the claimed land whose use remained unchanged.

D. 1940-1945. About 1940 a large construction crew consisting mostly of Koreans with Japanese supervisors arrived on Falalap and commenced immediately to cut down trees and to construct the airfield. The people were told not to protest or to ask questions or they would be shot. Males from all over Woleai Atoll and from the chain of islands stretching all the way to Satawal were drafted for work on the Airfield under threat of punishment and with the promise of pay for the work performed. No payment was ever received. Meanwhile the people on Falalap were moved to Mariyang Tagailap, and Ialangalirail Islands in Woleai Atoll.

Shortly after completion of the airstrip many planes and about seven thousand soldiers began to arrive. When U.S. planes started to bomb the airstrip, the people moved to Falalis island. As more Japanese soldiers started to come to Falalis, the food supply began to run short. Consequently, three-quarters of the people on Falalis left by canoe for Ifalik, Elato, Lamotrek, Satawal, and Faraulep.

The Japanese never asked for or received permission to construct or to use the airfield on the claimed premises. No documents of any kind were ever signed with respect to the airfield and no payment or compensation of any kind was ever received for the destruction of taro patches, trees, and houses or for use of or for any interest in the airfield area.

E. American Period: Navy. The American Navy removed the Japanese and brought the people back from Falalis and the other islands. All Japanese facilities on Falalap had been destroyed by the American bombings. Only grass, shrubs, and a few coconut trees remained. The Navy did nothing to the island except to put up a small automatic weather station (which was later disconnected) near the present school. The Navy removed the mines from the harbor and changed Japanese money into American money. No use was made of the airstrip which was covered with bomb craters.

The people began to replant coconut trees and taro patches throughout the island, including in bomb craters and on unpaved portions of the airstrip area.

F. American Period: Trust Territory. The airstrip continues to be used as in the Navy period for the growing of taro and coconuts in bomb craters and unpaved areas. Most of the airstrip area, however, while overgrown with weeds is unusable for agriculture because of the thick pavement.

In 1965 the U.S Army Corps of Engineers made a survey of Woleai. About the same time a U.S. Government Satellite Tracking Team who showed the people a letter of approval for the project from the High Commissioner and the District Administrator of Yap asked for and received permission to set up a temporary station in the airfield area where the new weather station now stands. They remained there for approximately six months. No payment was made for use of the airstrip area except that the Team agreed to and did leave behind various materials after departing.

Around 1966 Pastor Kalau from Yap and one man from Guam and another from Hawaii came to Woleai by seaplane and asked for permission to construct a radio and weather station on the airstrip area. They told the people that they had the approval of the High Commissioner and the District Administrator of Yap. The people gave them oral permission for such use for an undefined period. No documents were signed and no payment was sought or received. Shortly thereafter Pastor Kalau built the present radio and weather station on the airfield area.

In 1967, Pastor Kalau asked the people about leasing part of the airstrip area for a landing field. The people received the impression that if Pastor Kalau were not allowed to use the airstrip he would remove the radio and weather station. The people discussed the matter but no permission or lease was ever agreed to or signed.

6. The Date:

The people recall the date of construction of the airfield as being 1940 because: (1) prior to the arrival of the construction crew the Japanese policeman was teaching them how to hide from bombs; (2) shortly after the airfield was constructed thousands of soldiers arrived; (3) about two years after the airfield was built it was bombed by the Americans; and (4) in the year the people were transferred to Mariyang, the following children were born, all of whom were young children when the Americans arrived and are now 28: Saling Nickolas; Fasong, Johanito; and Laiwor, Elizabeth.

7. The adjacent owners are as shown on the attached map.

8. To our knowledge, there is no recorded legal interest to the claimed land though the claimants are the rightful customary and legal owners.

9. No documents were ever signed or received from the Japanese or from other persons with respect to the claimed property.

10. No one from Woleai worked on any Japanese surveys of the airfield area. The U.S. Army Corps of Engineers has made surveys of Woleai, including the airfield, the latest survey being in 1965.

11. To our knowledge, the Japanese never marked off by monuments the airfield area from the rest of the island.

12. The following witnesses support this claim:

Tewasilyar, Santos	Yarofaisei, Thomas	Mailus, Francisco
Piyoisal, Manuel	Chibul, Bernard	Yaibe, Listo
Yolibog, Francisco	Kiyo, Ignadio	Gachigelyar, Patric
Yarowaial, Paulus	Mau_oe, Ramon	Fagoinei, Hosei
Saflalmar, Ignacio	Ragoling, William	Soanliyebug, Andros
Yalnai	Sarofalbuch, Isao	Marolneng, Johanito
Rafiyoit, Alphonso	Galey, Francisco	Gatolaar, Robert

13. All of the above statements are true to the best of our knowledge and belief.

Signed, Sworn, and Claimed this 26th day of October, 1968 by:

TEWASILYAR SANTOS
Tewasilyar, Santos
for the Saufelachig Clan

Chibul Bernard
Chibul, Bernard
for the Mengsulfach Clan of Iyefeng Village

Sailabar Ignacio
Sailabar, Ignacio
for the Mengaulfach Clan of Lugolap Village

Manuel Figeisal
Figeisal, Manuel
for Gofaluw Clan

Isac Sarafalbuch
Sarofalbuch, Isac
for the Samwel Clan

Yarofaisei Thomas
Yarofaisei, Thomas
for the Gailengal Faluw Clan of Lugolap Village

Rafioit Alphonso
Rafioit, Alphonso
for the Gailengal Buol Clan

Yarowenal Paulus
Yarowenal, Paulus
for the Sautugopei Clan

Johnnito Marolimeng
Marolimeng, Johnnito
for the Gailengal Faluw Clan of Iyefang Village

Yalmai
Yalmai
for the Gailenga Wolmi Clan

Filed this 8th day of December, 1968.

Thomas D. Fairman
Thomas Fairman
Clerk of Courts
Yap District

File Woleai

Y-0318

Director of Land Management

January 12, 1968
Serial:LM00094

Acting Land Management Officer, Yap
Thru: District Administrator

Public Notice of Government Ownership of the Woleai Airstrip, Woleai Atoll.

Attached is a copy of a public notice of government ownership of the Woleai airstrip land which has been sent on the Yap Islander to be posted on January 30, 1968. It is hoped that once a title determination is made, the Government will be in a clearer position to negotiate an agreement with Reverend Kalau whereby he will be permitted to use the airfield.

J. Michael Kilian

Attachments

cc: High Commissioner (w/o attachments)
Assistant Commissioner for Administration (w/o attachments)
Attorney General

JMK/tv

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TRUST TERRITORY OF THE PACIFIC ISLANDS
Office of the District Administrator
Yap, Western Caroline Islands

PUBLIC NOTICE January 30, 1967 — appears to have been 1968

To all interested persons, be it known that during Japanese times the property shown on the attached sketch, land used for the Woleai airstrip, Falalap (Woleai) Island, Woleai Atoll, and the land used for concrete and coral airplane taxiways and aprons and for the earthen revetments, was owned by the Japanese Government and, as alien owned land, title has vested in the Government of the Trust Territory of the Pacific Islands. All persons claiming ownership rights to this property must file their claims in the Clerk of Courts office, Yap District, within one year of the above date or they will lose such claims. After one year has passed, a hearing will be held by the Land Title Officer to consider any claims. Persons who filed claims may appeal from the Land Title Officer's determination of ownership to the Trial Division of the High Court at any time within one year from the date the determination is filed with the Clerk of Courts office.

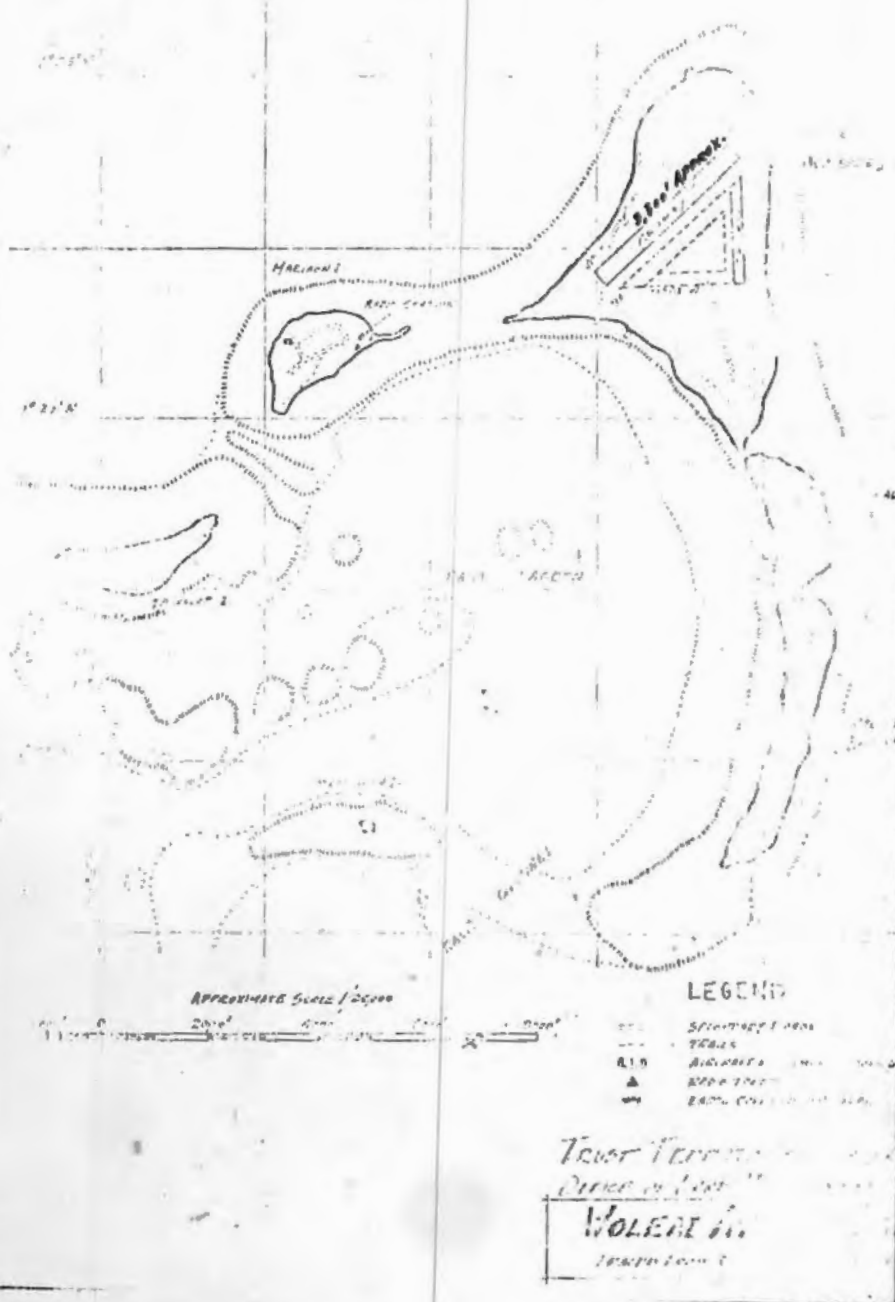
* *

Ngal hami tamol ne yaromotal Falalapal Woleai. Kopotal skoso (airstrip) la oli Falalapal Woleai. Hami hagulabo yaro Rosapan (Japanese) iye skoso (airstrip) la. Nge yatoyr nosachuu Rosapan (Japanese) ne iyang ila osamil bo bugotal An (Government of the Trust Territory of the Pacific Islands). Pangami chaka haisor be yor bugotami rel skoso (airstrip) la nge haibo fatogi babiorol mole kola bugotami nge haisa fang tiwa ral yofisil kort (Clerk of Courts Office, Yap District) ye be sew rag ne poigilabol ragiye lani babior ye (one year of the above date) nge tomuiyor lani ofisil kort (Clerk of Courts Office) yani babior nge tomuiyor bugotami rel stoso yel. Nge yaromat ye yofor yal babior ila yobo sow rag (after one year) nge yaromat ye (Land Title Officer) yobele pipiy babior kuwo yam nge hare yabangiy be yotainot rech hare ream iwo nge gobe lolag lani kort bo kort mole yobele hufilo hare bugotan hare bugotal An (TTPI Territory Government) yobe mano kort iwe nge yobel nach tiwe gil babiorol ila yobelamil lani yofisil kort (Clerk of Courts Office).

James C. Flannery, District Administrator

The above is an accurate and understandable translation of the English language into the Woleai dialect.

Joseph Yaropaiyang


Approximate Scale 1/25000
LEGEND
Wolebe

MEMORANDUM FORM TT-3706

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

TO : Director, Land Management DATE: August 14, 1967

FROM : Attorney General

SUBJECT: Airstrip, Falalap Island, Woleai Atoll

You forwarded "for our information" the memorandum, dated May 10, 1967, from the Acting Land Management Officer, Yap, concerning the Falalap airstrip.

This office has no record of ownership. Will you please give us a report on title records to this property?

R. K. Shoecraft

R. K. Shoecraft

ACTION	Initals	Date
Director		
Chief Surveyor		
Chief Draftsman		
Municipal Lands Officer		
Comptroller		
Management Interpreter		
Clerk		
Secretary		
Typist		
PUT AWAY		

RECEIVED AUG 16 1967

70.5

Director, Land Management August 24, 1967

Attorney General

Airstrip, Falalop Island, Eniwetok Atoll

You forwarded "for our information" the memorandum, dated May 10, 1967, from the Acting Land Management Officer, Tap, concerning the Falalop airstrip.

This office has no record of ownership. Will you please give us a report on title records to this property?

M. K. Hancroft

Yap Files

Madrich
Colonia, Yap
Western Caroline Is.

October 6, 1967

High Commissioner
Trust Territory of the Pacific Islands
Saipan, Mariana Is.

Dear sir:

Recent interest in the airstrip on Falalap Island (sometimes called Woleai Island), Woleai Atoll has brought to light a potential cloud on our title to that airstrip caused by informal government statements seeming to claim ownership of the airstrip for the Trust Territory.

In order to remove this cloud from our title we the undersigned owners and representatives of the owners of the airstrip on Falalap Island request that the Trust Territory promptly either: (1) renounce all claims to the airstrip; or (2) file an official land claim to the airstrip.

Please send a copy of any replies to this letter to: Legal Services, Yap, Western Caroline Islands.

Sincerely,

サントタス タワシリヤロ
High chief Santus Tawasilyaro

NOV 22 1967

cc: District Administrator, Yap
cc: Director of Land Management, Saipan
cc: Land Management Officer, Yap

178.70.5

Deputy Attorney General
Thru: Dir. of Land Management

May 10, 1967
Serial:LM00005

Acting Land Management Officer, Ifo
Thru: District Administrator, Yap

Airstrip, Falalap Island, Woleai Atoll

In reference to your memorandum of April 26, 1967, I am the "Peace Corps Volunteer" who wrote you concerning the possible leasing by Reverend Kalau of the Woleai Airstrip, Falalap Island, Woleai Atoll. This memo was written through the office of the District Administrator as part of my job on Yap of Acting Land Management Officer. This correspondence went through proper channels except for my error in not directing it through the Director of Land Management. I apologize to him for this mistake, but I want you to understand that at no time have I failed to show Mr. White all outgoing correspondence from this office.

Also, the original dispatch of April 10 was sent by John Farrell a Peace Corps Volunteer assigned to the Land Management Office and it was approved by Acting District Administrator Harry Lyeharn. It was directed to the Director of Land Management and then was sent to you. This was not a "Peace Corps dispatch" for it was sent through proper Trust Territory channels.

Although the original dispatch gave the name of the island as "Woleai Island (Falalap)" somehow confusion has developed as to what island has been referred to in our correspondence. I enclose a map of Woleai Atoll showing Falalap Island which on some maps is called "Woleai Island". Possibly you have a file on "Woleai Island" which contains information concerning this airstrip.

Pastor Kalau is interested in some arrangement whereby he can have use rights to the airstrip for at least twenty years. This time period is necessary to make the venture worthwhile because he must make substantial improvements in the airstrip before it can be used. Before he could enter into any agreement with anyone for leasing the property he must know for certain whether the landowners or the Trust Territory holds title to it.

I agree that a "resident of this island" statement about how the Japanese confiscated the property is not to be given great weight, but from what I can gather from my talking with several Yapese about Japanese actions during World War II, the Japanese did not pay any landowners for property they used late in the war. There seems a

great likelihood that the Trust Territory would gain nothing by holding a hearing since the original landowners all would have valid claims.

Also, Pastor Kalau informed me that High Commissioner Goding's office informed District Administrator Raymond Rose that the airstrip had been returned to the people and that he should deal directly with the Woleai landowners. Perhaps you can find some correspondence to this effect in the Woleai Island file.

Instead of delaying this project for a year and requiring the expense of a trip to Woleai for a title determination, it would seem reasonable, after a search of the Woleai Island file, that your Department recommend that the High Commissioner rule the Trust Territory has no legal interest in this property. This recommendation would be based of course on what you learn from this file about Government treatment of the property and would be supported by the knowledge that it is distinctly unlikely that the Trust Territory could gain any property interest by holding a hearing.

I hope you can locate some information which can help Pastor Kalau in his efforts to make this abandoned airstrip usable once again.

J. Michael Killian

Attachment

cc: Dir. of Land Management
Reverend Kalau

Kalan:

1. Has he sent a letter to Hiram in response to Hiram's letter.

2. Can we get copies made of his proposal to Hiram?

3. Does he want a land title determination so that he can deal with just one group of ~~guy~~ owners?

4. What does he have to indicate nature of Mission corporation?

5. What written information does he have concerning the land fill project?
   - permission to fill.
   - payment
   - [illegible]

6. Who owns the road? Does he want to get a quit claim deed to it?

7. Set off road right of way.

District Administrator, Yap

April 28, 1967

Deputy Attorney General

Airstrip, Falalap Island, Woleai Atoll

On April 10, 1967, we wrote you concerning a Peace Corps dispatch relating to leasing to Pastor Kalou "the Japanese airstrip on Falalap Island, Woleai Atoll." In that letter we told you we have no records of a strip on Falalap Island, that our records concern the strip on Falalap Island, Ulithi Atoll. The Peace Corps has again written directly to us, instead of through your office, reporting a conversation with "a resident of this island."

Unless we can obtain additional information, such as a map of Woleai showing Falalap Island, we are unable to consider the matter. If there is a question of ownership - assuming it is Falalap and not Falalap where ownership has been determined in the Government - and there has been no ownership determination under Land Management Regulation No. 1 as to Falalap we will not undertake any leasing or other interest transfer arrangements or approvals until ownership has been settled.

Please pass this information to Mr. Kilian.

D. Kelly Turner

Deputy Attorney General

April 18, 1957

Acting Land Management Officer, Yap
Thru: District Administrator

Lease of Airstrip, Falalap Island, Woleai Atoll.

In reference to your letter of April 10 concerning the request by Pastor Kalau to lease the Japanese airstrip on Falalap Island, Woleai Atoll, we have talked to a resident of this island who owns a parcel of land on which the airstrip is built. He said that late in the war the Japanese came to the island and made all the residents move to other islands. The Japanese then built the airstrip without paying the landowners.

There seems to be no question that the Trust Territory now does not have ownership rights in the airstrip. From our vantage point there seems to be no problem in Pastor Kalau's plan to secure some form of use rights from the Falalap landowners. You mentioned that it would be contrary to policy to transfer the airstrip to a private individual. Since under Office of Land Management Regulation No. 4, Sec. 4, Pastor Kalau must obtain the written permission of the High Commissioner before he can acquire any interest in real property, could you let both our office and Pastor Kalau know what, if any, land use arrangement would be satisfactory. We do not understand that the airstrip is to be used by Pastor Kalau for commercial purposes. He intends to use it for his mission work and for providing emergency aid. He would appreciate a set of guidelines by which he could negotiate a land use agreement with the landowners which would be satisfactory to the High Commissioner.

Also, is there a method by which I can determine the private ownership rights to a parcel of land such as this one without first giving one year notice and holding a public hearing on that island?

J. Michael Kilian

cc: Reverend Kalau

District Administrator, Yap

April 10, 1967

Deputy Attorney General

Lease of Airstrip, Falalap Island, Woleai Atoll

In reply to your dispatch 050021Z April, 1967, to the Land Management Office concerning the request of Pastor Kalau to lease the Japanese airstrip on Falalap Island, Woleai Atoll, we have been unable to locate any records concerning this land. There are extensive files concerning land settlements for Falalop Island, Ulithi Atoll, and because of the similarity in names reference may be to the Falalop Airstrip to which the Government holds indefinite use rights.

If the desired Woleai land is an airstrip, it would be contrary to policy to transfer it to a private individual.

D. Kelly Turner

cc:
AC/Resources & Development
Land Management

TO: Neas
SUBJ: Copy of Yap LMO File on Woleai airstrip

Land Mgmt

DIST: LAC (District Office file - Protestant Mission & Land file)

FARRELL 4/5/67 ACTG DISTAD

KUPG9 NR6 T R 05Ø021

FR DISTAD YAP

TO HICOMTRPACIS SAIPAN ROUTINE

GR7Ø

UNCLAS X ATTN DIRLAND MGT X PASTOR KALAU WISHES TO BUY OR LEASE OLD JAPANESE AIRSTRIP IN WOLEAI ISLAND (FALALAP) WOLEAI X HE THINKS THE STRIP WAS GIVEN TO PEOPLE OF WOLEAI X WE ARE UNSURE WHETHER THIS IS GOVT LAND X COULD YOU PLEASE SEND COPIES OF ANY WRITTEN DOCUMENTS GIVING THE AIRSTRIP TO WOLEAI PEOPLE X WE WOULD LIKE SUCH DOCUMENTS FOR OUR ALIEN LAND FILES X FARRELL

TOD ØØ44Z APR Ø5 67 KUP71 1Ø ET

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

TO: Acting Assistant Commissioner for Public Affairs DATE: June 29, 1966

FROM: Acting District Administrator, Yap

SUBJECT: Your memo dated June 10, 1966

Under separate cover we are transmitting the recommendations passed by the Yap Island Legislature, one of which I have disapproved. It is the amendment to the Alcoholic Control Act you refer to. My reasons for disapproving are stated clearly in the memo accompanying the legislation.

The reference to reopening of the Japanese runway on Woleai Atoll is one that we have been discussing for a few years. Education Department has mentioned establishing a Junior High School on Woleai Atoll. We do believe, however, that if the islanders would do most of the clearing and repairing of the strip, it might assist us in long-range planning for use of the strip by TT planes. At present I know of no plans for Capital Improvement of this type. This could serve to alleviate the heavy student lift to and from Ulithi each summer. (We are planning a two-year lift starting next summer). Our field trip ship is far too small to cope much longer with the increasing enrollment in the Outer Islands Secondary education system; i.e. 800 students by 1970.

Of course, [illegible] information, however I think has already [illegible] a strong development on Woleai, and he is expecting soon an airplane which he intends to utilize between Yap and Woleai. Perhaps this is the reason he is anxious about the runway installation at Woleai.

We do not at present know really the status of the development by the Japanese. It is thought that the field was built prior to World War II, but no hearings have been held to date to determine whether it is public land or not. I would suggest that we hold hearings prior to any sanctioned use by either private or governmental development.

W. C. White

W. C. White

70.5

Tab. 3

END

SECTION

START SECTION

START

ROLL NUMBER

T.T.A. 15

CERTIFICATION OF AUTHENTICITY
TRUST TERRITORY ARCHIVES PROJECT
TRUST TERRITORY OF THE PACIFIC ISLANDS

I hereby certify that the documents appearing on this roll of film were photographed on 14 October 1974; that they are true and correct copies of the documents contained in the record file described on the accompanying computer identification form(s).

The integrity of the above-described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file, with the exception, if any, of documents omitted because of exact duplication (i.e. carbon copies); technical difficulties and/or by error, as indicated on the film, in the correspondence, notes or retake certificates; and that certification of this microfilm is part of my official duties as Chairman of the Trust Territory Archives Committee.

[illegible]
Date

Chairman, Archives Committee

Computer #_____

TRUST TERRITORY OF THE PACIFIC ISLANDS--ARCHIVES SURVEY FORM

Primary Branch, Department, Bureau, or Office producing materials:
R&D

Subgroup of the above:
LAN

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

Subject of materials: (See schedule in TTPI Files System Manual) LAN-3, PUW-3

Brief description: INVOLVE IN [illegible] LAND CLAIMS AND CONSTRUCTION OF AIRPORT AT WOLEAI ATOLL, [illegible]

Geographic area dealt with in materials:
- TTPI at large:
- Individual districts:
- Individual governments:
- Individual islands:
- Other:

Span of years covered by materials: [illegible]

Format of information:
- Correspondence:
- Reports:
- Clippings:
- Other:

Physical arrangement of materials: (How are they organized within the file?)
- Geographically:
- Chronologically:
- By subjects:
- By organization:
- Other:

Physical location of materials: (Area where presently located)
- Office:
- Subgroup:
- File cabinet number:
- Drawer number:
- File folder number: 3.
- Estimated quantity of materials: 3

Recorded by:

Date:

Disposition of originals:

Microfilm roll No.: [illegible] Frame #:

Director Administration, TTPI

Chief, Lands and Surveys

Acquisition of Land for Tap Airport Project

Enclosed for your review is a copy of letter (and Enclosure 1), [illegible] from the Trust Territory Program Officer, Federal Aviation Administration, which sets forth FAA's position regarding the draft lease agreement [illegible] prepared by this Division which are planned to be used to [illegible] with the necessary land acquisition for the Tap airport project.

It is our understanding that the reason why for the airport project is presently undergoing co-ordination; nevertheless, if there is [illegible] an airport project, we must move ahead with preparing the type of [illegible] acquisition that will occur in the future. It is quite clear from Mr. Cavanright's letter that the usual type of lease agreement [illegible] in the Trust Territory for capital improvement projects is not [illegible] acceptable to meet FAA's interpretation of a sufficient property [illegible] the airport and landing and/or building areas under the definition [illegible] of FAA Part 152.3(u).

During recent discussions with Mr. Cavanright while he was on [illegible] connection with other Trust Territory airport projects, it was [illegible] that a long term lease of any 50 years with all rights and [illegible] possible transportation of any of the facilities during the term of the lease which still be acceptable to FAA, but then only with [illegible] approval.

You will note that the type of agreement contained the [illegible] lands for the Saipan Tap Airport is acceptable to the [illegible] are contained in the single. No one of the [illegible] Land Commissioner in fact found during recent title determinations [illegible] the acquisition was a fee taking and he granted the Trust Territory [illegible] Government title subject to a reversionary right of the Trust Territory. This is not the position of the Government as set forth in your [illegible] of the Attorney General, nor is it the policy of the Government to [illegible] longer utilize this type of agreement due to the vague terms. You [illegible] be aware of the great dissatisfaction with indefinite use rights [illegible] in the Trust and Marshall Islands District and the very real possibility that they will be renegotiated in the near future. Thus, while a [illegible] agreement might be acceptable to FAA, it is strongly recommended that you avoid any mention or acquisition of indefinite use rights.

TT 1003 (REV. 3-71) (Other Forms Obsolete)

The FAA intends to be following the United States rule that an land for public use can be exempt only when the public value, "high enough" outweighs the need for land for normal purposes. See United States v. Gettysburg Electric Railway Co., 160 U.S. 668, 16 S.Ct. 443 (1896). Land should be used "with in the scope of the trust, in the absence of the Congress by which corporation is constituted; or one that is in fact, not merely on the individual whose property is taken, but to the public which is to pay for it."

Primarily, if a landowner in the United States holds out for more than fair market value, the land is condemned and a court of law sets the value. This may result in more than the appraised value and may be less. However, this method of acquiring land for public use has been used very widely in the United Kingdom and he predicts that this method will eventually take the Canada.

Incidentally, we do not believe that a "long term" property lease is a form of condemnation or should be regarded. It would appear that it is not possible. It would be desirable to mention the acquisition of the required lands by "general eminent domain" whether or not eminent domain upon the fault Commission also. Under this type of agreement the Government would acquire fee simple title and would, in all liklihood, present fee fee simple value. The landowner would have the option of reporting title if the land was not by to longer need for airport purposes.

If you are of the belief that this type of arrangement would be acceptable to the landowner, please let us know and we will draft a document using appropriate language and then present for approval.

Please note however that the landowner cannot be directly approached by this bureau in view with a fire offer, and under no circumstances should consideration be mentioned, otherwise we will have violated FP and FAA law, and FAA's regulations, thus placing the entire project in jeopardy.

If the above approach is accepted, and the lands are acquired by eminent domain for simple deed, the question of use of certain of the lands for agricultural purposes would be dealt with upon completion of construction of facilities. If a particular tract of land is suitable for growing annual crops, the person holding the temporary title or for that matter any other person would be granted a permit license to grow crops. Such agreements would have to be closed by FAA and of course would not in any way be contrary to Treasury Accounts 33 or any other assurance in the project application (copy enclosed).

SIGNATURE

TT 1053 (REV. 1-71) (Other Forms Obsolete)

2.

For your further guidance, we enclose a copy of Advisory Circular No. [illegible] concerning land acquisition and relocation assistance. Additional copies will be furnished when available. We direct your attention to Chapters 2 and 3 in particular dealing with appraisals and negotiations. The requirements set forth in these chapters must be carried out, otherwise FAA will not participate in the cost of land acquisition.

Please then let us know of your thoughts on the above proposal.

Very truly,

Enclosures: a/s

cc: Acting District Land Management Officer, Yap
District Attorney, Yap
Director of Transportation and Communications

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TT 1003 (REV. 3-71) (Other Forms Obsolete)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

25 OCT REC'D

PACIFIC-ASIA REGION
P. O. BOX 4009
HONOLULU HAWAII 96812

10/24/77

OCT 19 1977

Mr. William P. Flanagan
Director, Transportation
and Communications
Office of the High Commissioner
Trust Territory of the Pacific Islands
Saipan, Mariana Islands 96950

Dear Mr. Flanagan:

Reference is made to your August 29, 1977, and October 6, 1977, letters relative to land acquisition procedures and interests for the Yap International Airport.

The draft copy of "Lease of Private Land for Yap International Airport" is not considered as a sufficient "property interest" to the airport landing and/or building areas under the definition of FAR Part 152.29(c). Under subsection (2) it states in part that "A lease of not less than 20 years granted to the sponsor by another public agency..." (underscoring supplied). Nowhere are these provisions for leasing from a private individual cited as being satisfactory.

The lease, subject to certain minor revisions discussed later, could be found satisfactory for some offsite work such as obstruction removal, entrance roads, drainage outfall, etc., as provided for under subsection (3). However, it is not believed that there is any need for such outside of the clear zones. The document is considered as rather cumbersome for that purpose and would need standard aviation easement language added. It is believed that a standard aviation easement format previously provided you would be more appropriate for this purpose.

The following specific comments are offered for your consideration in regards to the draft lease and any other like document:

1. The requirement of Article 8 for prior written consent of the lessor for assignment to other than the TT is not considered advisable in light of expiration of the trusteeship in 1981 and the undoubtful establishment of some form of successor government. The following might be added "Transfer by the Government to another agency of the Government of the TTPI, or to any other governmental agency, shall not be considered an assignment under this Article."

2. The legality of the second paragraph of Article 10 is questioned and any classifications must still be made on a case-by-case basis and in accordance with the criteria of P.L. 91-[illegible] and FAR Part 25. It

must be kept in mind that the Relocation Assistance Act, as implemented by DOT Part 25, imposes requirements on public agencies in their land acquisition practices to a far greater extent than it grants any rights to the private individual land owner. Any so-called "waiver" on the part of the landowner does not relieve the sponsor from required procedures. Any noncompliance with the procedures will not only jeopardize Federal participation in cost of the land, but also construction thereon and possibly the entire airport. The above comments are appropriate to any taking whether it is fee, lease, easement, etc.

3. It is recommended that the last paragraph of Article 10 be deleted and that any agricultural agreements be made the subject of separate agreements. In any event, they must be totally subservient to operation of the airport.

4. We would request that the TT Attorney General provide a legal opinion of the viability of Article 11.

5. Under Article 13, the first sentence should be modified as follows: "Any dispute, including whether or not the Government is or is not in default under Article 14, arising under this Lease Agreement..."

Whereas the draft lease discussed above is not considered satisfactory for the landing and building area, such an interest as contained in the "Land Settlement Agreement" dated September 25, 1961, could probably be found as satisfactory. It appears that this is an indefinite use agreement of the nature of those approved for Truk International Airport and which are tantamount to a fee holding. It would be necessary that the Attorney General prepare an opinion of its effectiveness as was done for Truk, include the Exhibit "B" to the agreement and provide a correlation to areas shown on a project Exhibit "A" property map. Additional information would also be needed to determine if conditions 3 and 4 on page 2 are nonobjectionable and/or subordinate to operation of the airport.

As regards your appraisal processes and determination of just compensation, certain other obligations must in part precede and also be carried on concurrently with such actions. These are spelled out in Chapters 4 and 5 of Advisory Circular 150/5100-11. Also, note flow chart of the A.C. Copies of the relocation brochure referred to in the public information program were forwarded to you by our May 7, 1975, letter.

The use of the staff of the Division of Lands and Surveys for appraisal review should be satisfactory so long as the individual meets the basic concept as spelled out in the A.C. and will not be involved in negotiations for the property.

No comment is made on your proposed method of determining just compensation since as you state, it is based on the assumption that the draft lease agreement would be satisfactory.

It is believed that you should be giving the highest priority to completion of your relocation plan that can show at the least the properties that are to be acquired (Project Exhibit "A" property map), the property owners involved, the land interests that will be needed and the number of displacements that will occur. This is all pursuant to paragraph 53 of AC 150/5100-11.

You should be aware that any costs incurred in doing any of the above will not be eligible for Federal participation if the final environmental studies support another site for the airport and a project is never realized for this site.

We have ordered the copies of AC 150/5100-11 that you have requested and will forward them when received. If there are further questions, please advise.

Sincerely,

E. J. COURTRIGHT
Senior Airports Program Officer, APC-660

TRUST TERRITORY OF THE PACIFIC ISLANDS
OFFICE OF THE HIGH COMMISSIONER
SAIPAN, MARIANA ISLANDS 96950

CABLE ADDRESS
HICOTT SAIPAN

October 18, 1977

Mr. Michael D. Flynn, P. E.
Project Manager
Officer in Charge of Construction
Naval Facilities Engineering Command,
Contracts, Marianas
P. O. Box BD
Agana, Guam 96910

Dear Mr. Flynn:

This is in response to your letter of October 4, 1977, under Serial Number 3314, with the attachment letter from Commander, Pacific Division, Naval Facilities Engineering Command, Serial Number 6501 dated September 14, 1977 and the letter from 24A Mr. C. J. Williams to 402 Mr. W. P. Chun, PDE, Yap District dated August 16, 1977 on the subject of land acquisition for Yap International Airport.

On July 6, 1977, I received a memorandum from the Chief of Lands and Surveys on the subject of funds for acquisition of lands for Yap Airport project. A carbon copy of this memorandum is enclosed for your immediate reference. Upon receipt of that memorandum, I informed the Chief of Lands and Surveys that the term in the memorandum was not acceptable under FAR Part 152.29 and under the ADAP requirements. The sponsor will have to obtain the land interest for no less than twenty years. I recommended to the Chief of Lands and Surveys that the term of the lease agreement should be no less than thirty years. A copy of the letter from Federal Aviation Administration dated July 13, 1977, is enclosed for your reference. To keep you up-to-date on the land acquisition, I have enclosed a Xerox copy of the memorandum from the High Commissioner to District Administrator, Yap, dated September 8, 1977 which is self-explanatory.

If there is any additional information you would like to obtain regarding the acquisition of land for airport projects, please do not hesitate to contact me or the Chief of Lands and Surveys in the Department of Resources and Development.

Sincerely yours,

William P. Flanagan, Director
Department, Transportation & Communications

cc: Chief, Lands and Surveys
Director, Public Works

MEMORANDUM FORM TT-5700

11 JUL REC'D
JUL 14 1977
Copy

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

TO : Director, Transportation and Communications

DATE: July 6, 1977
Serial:LS17572
File:178.70.5.6

FROM : Chief, Lands and Surveys

SUBJECT: Funds for Acquisition of Lands for Yap Airport Project

Preliminary estimates of the cost of annual rent payments for the lands that must be acquired for the Yap Airport project range from $13,000 to $15,000. Additionally, it appears that some $75,000 will be necessary to carry out the intent of the approved relocation plan of the some six (6) households located on the desired premises. It seems doubtful that the acquisition will take place before the close of FY77, and therefore, funds should be located in the FY78 budget to make the required payments. We understand that the Trust Territory is eligible for reimbursement from FAA for funds expended on land acquisitions. Nevertheless, the Trust Territory must first utilize its own money for the acquisitions.

Also, in the Yap District, it is somewhat customary in land acquisitions to make lump sum payments for the first five (5) years of the lease. If this were the case, from $65,000 to $75,000 would be required for lease payments in FY78. While we do not believe the Yap District Administration has actually made such an offer to the landowners to date, it would be a logical counter proposal by the landowners to the planned initial Government proposal based solely on annual rental payments. If this method of payment were adopted, up to $150,000 would have to be identified in the Trust Territory budget for the total acquisition. Also, if the initial lump sum payment for the first five (5) years of the lease were proposed by the landowners and in turn accepted by the Trust Territory, it would appear to have two (2) beneficial effects: (1) it might make the landowners more willing to sign a lease agreement, and (2) it could be reimbursed to the Trust Territory by the FAA at one time. This latter benefit of course assumes that FAA would be willing to reimburse the Trust Territory for such a lump sum payment.

Your thoughts on the above would be appreciated, together with a preliminary indication that funds in a minimum amount of $90,000 are available in your budget for the acquisition to occur in FY78.

Kozo Yamada

Kozo Yamada

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

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

PACIFIC-ASIA REGION
P. O. BOX 4009
HONOLULU, HAWAII 96812

JUL 13 1977

Mr. William P. Flanagan
Director, Transportation
and Communications
Office of the High Commissioner
Trust Territory of the Pacific Islands
Saipan, Mariana Islands 96950

Dear Mr. Flanagan:

Receipt is acknowledged of your June 29, 1977 letter posing certain questions in regard to acquiring land interests for the Yap Airport. In this regard, enclosed is a booklet entitled "ADAP Title Evidence Guidance" that should provide a great deal of the information you desire.

In general, the FAA requirements for land interests in the airport for an ADAP project are as contained in FAR Part 152.29 (Tab B of the enclosed booklet) and should consist of sufficient interest so that the sponsor cannot be deprived of possession or control of such lands, interfere with the use of such lands for public airport purposes, or make it impossible for the sponsor to carry out any of its assurances, agreements, or covenants. This usually consists of fee simple title to at least the landing and building areas. As can be noted in FAR Part 152.29(c)(2), a long-term lease from another public agency (emphasis applied) can be a satisfactory showing of title. While it is realized that the land interests held by the TTPI at Truk International Airport are in the form of a "lease" between various private landowners and the TTPI Government, by their nature they have been found to be tantamount to a fee simple interest. Therefore, any form of a proposed leasehold right for Yap Airport property should be submitted for our early legal review.

The area of land that should be acquired needs to be sufficient for the planned landing facilities, building areas, and clear zones and side slopes. This should be depicted on a Property Map, Exhibit "A", and such a map must accompany the project application. Any title opinions, appraisals, acquisition offers, etc. should also relate to this property map. Details for preparation of the property map can be found under Tab D of the enclosed booklet. The approved airport layout plan serves as the primary basis for determining the areas necessary

for the airport. It is felt that an interest equal to fee should be held at least out to the building restriction lines and within the terminal area. Any less taking would be so restrictive that it is doubtful if any savings could be realized. The land areas outside the building restriction line may be a lesser taking than fee and could be available for restricted agricultural use.

Although not specifically required, sponsors are encouraged to acquire clear zone areas in fee to obtain maximum control. This area is shown on the approved Airport Layout Plan and consists of an area at ground level that is under the inner portions of the approach surface described in FAR Part 77. A lesser interest, such as an avigation easement, can be considered satisfactory if the sponsor has sufficient control to rid the clear zone of all obstructions and to prevent the creation of future obstructions, together with the right of entrance and exit for those purposes, to ensure the safe and unrestricted passage of aircraft in and over the area. The acquisition of such an easement is covered in detail under Tab F of the enclosure.

The above comments relative to clear zone interests are also considered appropriate to the 7:1 side transitional slope areas. This interest is necessary for those transitional surfaces described in FAR Part 77.

All acquisition practices, including leasehold or easements, must be in conformance with Title III of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (P. L. 91-646) and implementing Department of Transportation Regulations Part 25 (49 CFR 41040). The requirements of Chapter 16 of Title 67 of the Trust Territory Code was for the purpose of making the TTPI in compliance with these. If there are any persons, businesses, or farms displaced as a result of the acquisition, there must also be full compliance with Title II of P. L. 91-646.

Enclosed are copies of DOT Regulation Part 25, "Relocation Assistance and Land Acquisition for Federal and Federally-assisted Programs," and a pamphlet entitled "Uniform Appraisal Standards for Federal Land Acquisitions" for your further assistance in this regard. We had previously sent you a copy of Advisory Circular 150/5100-11, "Land Acquisition and Relocation Assistance under the Airport Development Aid Program," which may also be of assistance to you.

Sincerely,

B. J. Courtright

B. J. COURTRIGHT
Senior Airports Program Officer, APC-660

Enclosures

cc: (w/o encls)
COMPACNAVFACENGCOM
OICC Marianas

Director, Transportation + Communications

9 SEP

District Administrator, Yap

SEP 8 1977

High Commissioner

Valuation Appraisal for Lands Required for Yap International Airport

As you are aware, the Chief, Lands and Surveys on June 30, 1977, solicited the views of the Attorney General on the adequateness of a staff appraisal on which it was proposed to make written offers to the owners of lands required for the Yap International Airport project pursuant to 67 TTC 452(1)(c). An appraisal of these values is required by 67 TTC 452(1)(b). The Attorney General by memorandum dated August 25, 1977 (copy enclosed), advised the Chief, Lands and Surveys that the staff appraisal is not considered acceptable due to possible legal criticism. The Attorney General further strongly recommended that due to the size of the project and its dependence upon federal financial assistance a new appraisal study be prepared by a professional appraisal firm.

Based on the Attorney General's findings and recommendation, a meeting was called to discuss the necessary steps which must now be taken toward completion of the project. Those attending the meeting were the Director of Transportation and Communications, the Director of Public Works, representatives of the Office of the Attorney General, the Acting Director of Resources and Development and a representative of the Division of Lands and Surveys. Their recommendations to you are as follows:

1. that a committee be formed to select a firm to perform the desired appraisal;

2. that the contract be negotiated with the selected contractor;

3. that the contractor however not be given a notice to proceed until (1) the land boundaries are firm, (2) the extent of destruction to the involved lands and the type of interests to be acquired are known, and (3) whether or not individual parcels will be available to landowners for planting ground crops after completion of the project, all of which factors should be known shortly after the 30% design is available to the Trust Territory.

It is anticipated that due to the large number of parcels involved in the project such an appraisal will cost between $35,000 and $50,000. I, therefore, request that you review the above proposal, and if you find it acceptable, that you identify in your budget the required funds. The contract price will be partially reimbursable from FAA at the matching funds ratio in effect when the Territory's application for Federal financial assistance is approved.

Please advise when you have completed such an identification so that the selection committee may be formed. I suggest that the committee be comprised of the Director of Public Works, the Director of Transportation and Communications, two (2) representatives of the Division of Lands and Surveys, and a representative of the Yap District Administration if you so desire.

We then await your advise on the availability of funds for this important element of the acquisition process before proceeding further.

Adrian P. Winkel

Adrian P. Winkel

Enclosure: a/s

cc: Director, Transportation and Communications
Director of Public Works
Chief, Lands and Surveys
Attorney General

OCT 6 1977

Mr. James H. Cox
Chief, Airports Division, ADO-600
Federal Aviation Administration
Pacific-Asia Region
P. O. Box 4009
Honolulu, Hawaii 96813

Dear Mr. Cox:

By my letter of August 29, 1977 (copy enclosed), a draft agreement proposed to be used in the acquisition of leasehold interests in certain of the land required for the Ponape International Airport project was forwarded to you for review and comment. We have not received a reply to date, and while this has not caused any [illegible] I am sure the District Administrator, Yap, would appreciate knowing the general form that the negotiations will take so that this information may be made available to the village leaders during general discussions concerning the airport project. Therefore, any initial comments you might have on the draft agreement would be appreciated if a detailed review cannot be provided in the near future.

This letter is also to inform you that after reviewing the requirements set forth in Chapters 2 and 3 of FAA publication AC No. 150/5100-11 entitled "Land Acquisition and Relocation Assistance Under the Airport Development Program", the Trust Territory intends to proceed with the necessary appraisal, appraisal review, determination of just compensation and negotiations as follows:

1. Appraisal. It has been determined that the only available means to complete this requirement is to contract for the preparation of an appraisal of each of the individual parcels involved by a professional appraiser. While this requirement could possibly be accomplished by assigning staff either at the headquarters or District level, if this were done it would preclude their participation in the appraisal review, determination of just compensation and negotiations as proposed below. Additionally, due to the strong possibility that the acquisition may have to be by means

TT [illegible] (Other Forms Obsolete)

MEMORANDUM FORM ST-5700

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

TO : Chief, Lands & Surveys

DATE: October 5, 1977
Serial:LMY 01111
File Y-0167-5

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

SUBJECT: Inventory of valuable crops and trees, Yap Proposed Airport---Rull Municipality

In line with on appraisal of the property lands involved in the Proposed Yap Airport personnel of Yap Land Management have recently completed the necessary field work. Attached for your information is the listed summary of the crop and tree inventory of those parcels of land within the safety zone of the Rull Municipality of the proposed airport.

Also, enclosed are copies of individual appraisal sheets for each parcel surveyed and from which the total inventory was derived. The inventory and summary totals of those parcels of the proposed airport that fall within Kanifay Municipality will be forthcoming in the near future.

As you know this information is pertinent to any lease negotiations with landowners. Your past assistance and comments on this subject has been greatly appreciated. Please keep us informed of any new events in this matter.

Harold O. Temme

Enclosures : a/s

Individual appraisal sheet, deposited 1 DEC 78 as file recorded. T Bada

September 30, 1977

AIRPORT CROP & TREE INVENTORY

PLAT	NUMBER OF PARCELS	TOTAL VALUE	AVG. VALUE PER. PARCEL
RULL			
0-23-H 00	10	$893.75	89.38
	Remarks---eastern end of zone. Outside of construction		
	area. Has many graves.		
0-24-H 00	1	$1,380.00	1380.00
	Remarks---large taro patch. Eastern end of airstrip		
0-25-H 00	24	$15,115.35	629.81
	Remarks---village area. Many crops and coconut trees.		
0-26-H 00	3	None	None
	Remarks---present airstrip property		
0-27-H 00	22	$10,255.60	466.16
	Remarks---many gardens and crops		
0-28-H 00	1	None	None
	Remarks---large parcel but only pandanus, grass, and		
	nonvalue trees		
0-29-H 00	19	$1,960.75	103.20
	Remarks---some gardens and coconut. Many graves		

September 30, 1977

AIRPORT CROP & TREE INVENTORY

PLAT	NUMBER OF PARCELS	TOTAL VALUE	AVG. VALUE PER. PARCEL
RULL			
0-30-H 00	32	$3,884.75	121.40
	Remarks---some gardens and coconut. Manay graves.		
0-31-H 00	28	$3,939.40	140.69
	Remarks---garden, coconuts and taro		
0-32-H 00	24	$957.10	39.88
	Remarks---mostly brush land some taro and gardens		
0 33 H 00	1	$60.00	60.00
	Remarks--large parcel west of present terminal. Mostly		
	waste land.		
0 34 H 00	4	$35.00	8.75
	Remarks--terminal area, Mobil tank area, PMA parcel		
	and Ganat Lake		
0 35 H 00	12	$723.00	60.25
	Remarks--mostly brush land, some gardens		
0 36 H 00	18	$2,190.25	121.68
	Remarks--gardens with some coconuts		
GRAND TOTAL	199	$41,394.95	$ 208.01

District Attorney, Yap
THRU : District Administrator, Yap

Sept 15, 1977
Serial:LMF 01106

Act. Land Management Officer, Yap

Family Relocation——Yap Airport

For your information enclosed is a map showing the present location of those families living within the new airport safety zone and who are candidates for benefits under the Uniform Relocation Act.

Enclosed also are notes on informal interviews with the heads of family conducted by myself and John Peng of this office.

Harold O. Tomas

Enclosures a/s

cc: Chief, Lands and Surveys
District Planning Office, Yap

RECEIVED
SEP 19 1977

AIRPORT RELOCATION

Sept 2, 1977

-Interview of WAATHAG, canidate for relocation. Interview conducted by Temme and Pong of Land Management Office.

-From the beginning of the interview Mr. Waathag expressed concern over his possible family relocation. He said he has no land to move to. He stated that his houses remains very close to the present airport runway because he could not move to any other land. (NOTE: John Pong believes Waathag's wife to have land in Weloy Municipality).

-Waathag claims to be head of houshold for 3 houses of which there is living a total of about 20 relatives of his. He lives in one of the houses on the North side of the existing runway. When questioned as to who is also a head of household in the other two dwellings he could not say - apparently trying to think who it would be. I asked who was the oldest male person living in these two houses and he said Iou and Moon, each of which are married to his daughters.

Waathag expressed the desire of being relocated to one large house to hold him and all the relatives instead of 3 small houses. He would want a concrete block house rather then a wooden house. (NOTE---It is quite possible we are dealing here with the relocation of 3 families instead of 1 family?)

He was worried as to who would get the money for the crop damage on the parcel he is living on to the north of the present runway. His concern on this is because he is not a landowner (only a tenent), however, all of the surrounding crops and coconut trees he himself and wife has planted, in as much, he was born here and has lived here all of his life---48 years.

The three dwelling of Mr. Waathag are very small, simple, wooden, having only one roon or two rooms. They are old, built 10 years or so ago.

The two dwellings on the north side of the existing runway are within parcel 036 H 03. Land Commission has determined the owner of this parcel to be Lucia Cootinag. The third dwelling located on the south side of the existing runway is within parcel No 025 H 16. Land Commission has determined ownership of this parcel to be Daniel Kugumdag, who is Waathag's son.

AIRPORT RELOCATION

Sept 2, 1977

Notes on an Interview with relocation canidate - ELIAS FIGIR. Interview was conducted by Pong and Temme of Land Management Office.

-has some land picked out that he can move to. It's in same village and just outsiede of safety zone.

-His present house is wood frame, poles use for foundation, tin roof, overall size about 20 x 30 ft, with five rooms.

-There are 9 members in his family living in the house, including children.

-If he is relocated in a new house he would prefer concrete block-type house over wooden.

-He expressed a desire to hire his own contractor if the government would give him money.

-His house is about 3 years old. He formerly lived (worked?) in Palau. This house was built when he came back from Palau.

-The house is located in Luwech Village, on the south side of the present runway, on parcel No 027 H 06. Land Commission has determined this parcel to be owned by Mr. Figir. The house is surrounded by some taro pits and some garden crops, and coconut trees (possibly breadfruit also)

-When questioned Mr. Figir did not express any great anger about having to move. He did, however, mention twice his concern over what would happen to same graves near by his present house. If they were to be moved he asked whether he would have to move then or the government would move them, and he asked if there would be a money compensation for graves (similar to that given for crops)

NOTES ON PROPOSED AIRPORT RELOCATION

Sept 7, 1977

Buchun Fel

This house is the only one to be relocated that is in Kanifay Municipality. The other families to be relocated are in Rull. Mr. Buchun Fel lives on temporary parcel No. 2080.

The safety zone line passes very close to this house. All of his dwelling falls within the proposed airport but the safety zone boundary is only about 2 to 3 feet from the southern corner of his house.

His house is small wood-framed two-room native thatched roof building. There are no other buildings around. He lives here alone with his small son. The building is surrounded by garden crops and some coconut and a breadfruit tree. He has no livestock other then some few chickens. The land is in the name of "The people of Ngof". However, Buchun Fel thought that chief Figi ig was "Chief Title".

Mr. Buchun Fel has lives on this land since 1966. The piece of land extends over the safety zone to the south only a small ways. There is not enouch room on the parcel that is outside to build a house. At any event, Mr. Buchun Fel wants to live away from the noise of the airport if he is to be relocated. He believes he could ask somebody for same land further south in the same village and municipality if he had to. He has no land of his own.

He would prefer a concrete-block type house if he is to move. However, this type house is only "if the government builds the house". He canot afford a concrete house if he were to build it himself, he said. He has no objection to the airport being built except that it is taking his dwelling and causing him to move.

NOTES ON AIRPORT RELOCATION Sept 7, 1977

Levin
~~Kevein~~ Sog

-Mr. Sog lives on parcel No 27 H 04. He has two dwellings and a separate kitchen house. He lives in one of the house with seven members of his family. The second dwelling is being built at the present time and it is to be for his father. However, it is going to be a much better building then the present exsisting dwelling and is to have 3 rooms rather then the 2 rooms that the older house now has. Therefore, I am sure most of the family will be living in this newer house as soon as it is finished. This new house is wooden-framed, plywood siding, and tin roof. The older building is wood-framed, native thatched roof. Mr. Sog said the older house is about 5 years old.

-Although, the older house is within the safety zone of proposed airport by about 70 feet, the new house appears to be built right on the safety zone line.

-Mr. Sog is the head of household. His father's name is Gulul, and who will be living in one of the two house's when 2nd house is finished.

-Mr. Sog said he had two pieces of land outside of the safety zone that he could move to, but one of these is on an embankment of a taro patch and is not suitable for house building, and the other piece of land is down near the ocean water and also is not suitable according to him. He did say, possibly a fill of dirt would help the building situation. There is a road to the piece of land by the water according to Mr. Sog.

He would prefer a concrete-block building if a new house were to be built. His present house has electricty by the benifit of running a line over from a neighboring house (probably Mr. Figir's)

-Land Commission has determined Benito Gulul, Mr. Sog's father as owner of this parcel upon which the dwellings are.

NOTES ON PROPOSED AIRPORT RELOCATION

Sept 14, 1977

Joseph Sham

No interview was given to Joseph Sham. The house is not a permanent residence for anyone and it is questionable whether the owner of the building is elgible for relocation.

The house was built about three years ago for purpose of being a weekend structure for working in or watching a garden that Joe Sham has planted with consent of the landowners. Joe Sham lives in government housing in Colonia. He is from Ponape and is working as Chief electrician of Yap's Public Works.

The house is wood framed_____appears to be one room (or two small rooms). It sits on a small knoll overlooking a nearly garden of mostly tapioca plants. It is within Parcel No 29 H 05 determined to be owned by Aloysius Gilwaayan.

AIRPORT RELOCATION

Sept 15, 1977

Nel Village Boat House

The boat house is only a shelter. It's about 10x20 feet, has a pole frame which supports a native thatched roof for cover.

The house is not new------about 5-6 years old. It can shelter two small boats side by side. There were 2 14 ft ones under the "house".

The shelter (or house) is almost in the mangrove area, and to the West of parcel No 2131, therefore, is a question as to whether this shelter is in or out of the safety zone. In my opinion it's so close one way or another that it won't have to be moved. I reckon this would depend on what Lyon's engineering design shows. The boat shelter is adjacent to the Nel's mens house which is definitely outside the boundary. The shelter is situated on a small creek upon which the tide comes in and out. It is planned to send a survey team out to the area in near future to determine for sure whether boat house is in or out.

HOT

Washington headquarters, Army JUL 6 1977

[illegible]

Subject: Acquisition Appraisal for Lands Required for the International Airport

As you are aware, the Chief, Lands and Surveys in June 30, 1977, solicited the views of the Attorney General on the determination of a staff consultant in which it was proposed to make offers for the acquisition of lands required for the Tag International Airport project pursuant to 47 TTC 3011(b). An appraisal of these lands is required by 47 TTC 3011(b). The Attorney General by letter dated August 15, 1977 (copy enclosed), advised the Chief, Lands and Surveys that the staff appraisal is not considered acceptable due to potential legal criticism. The Attorney General further strongly recommended that due to the size of the project and the dependence upon federal financial assistance a new appraisal ready to proceed by a professional appraisal firm.

Based on the Attorney General's findings and recommendation, a meeting was called to discuss the necessary steps which must now be taken through completion of the project. Those attending the meeting were the Director of Transportation and Communications, the Director of Public Works, representatives of the Office of the Attorney General, the Acting Director of Resources and Development and a representative of the Division of Lands and Surveys. Their recommendations to you are as follows:

1. that a committee be formed to enlist a firm to perform the desired appraisals;

2. that the contract be negotiated with the selected contractor;

3. that the contractor however not be given a notice to proceed until (1) the land boundaries are fixed, (2) the extent of destruction to the involved lands and the type of interests to be acquired are known, and (3) whether or not individual parcels will be available to landowners for planting grounds crops after completion of the project, all of which factors should be known shortly after the NOI design is available to the Trust Territory.

TT 001 001, 2-75 (Star Press Chamorro)

It is anticipated that due to the large number of people [illegible] in the project area an operation with cost between $10,000 and $20,000. I, therefore, request that you review the study [illegible] and if you find it acceptable, that you [illegible] the required funds. The contract price will be partially reimbursable from RAA at the matching funds ratio in effect when the Territory's application for Federal financial assistance is approved.

Please advise when you have completed such an identification so that the selection committee may be formed. I suggest that the committee be composed of the Director of Public Works, the Director of Transportation and Communications, one (1) representative of the Division of Lands and Surveys; and a representative of the Trust Territory Administration if you so desire.

In that event your advice on the availability of funds for this important element of the resettlement program before proceeding further.

Adrian P. Winkel

Enclosure: a/a

cc: Director, Transportation and Communications
Director of Public Works
Chief, Lands and Surveys
Attorney General

WE o.f.

SIGNATURE	
HC	
OHC	
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TT 1003 (REV. 3-71) (Other Forms Obsolete)

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

LEASE OF PRIVATE LAND
FOR
YAP INTERNATIONAL AIRPORT

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

WITNESSETH, THAT

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

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

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

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

ARTICLE 1. GRANT OF PREMISES

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

ARTICLE 2. TERM

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

ARTICLE 3. OPTION TO EXTEND

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

DRAFT FOR REVIEW PURPOSES ONLY

AUG. 29 1977

ARTICLE 4. PURPOSE

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

ARTICLE 5. RENTAL: PLACE OF PAYMENT

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

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

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

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

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

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

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

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

ARTICLE 6. APPRAISAL

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

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

ARTICLE 7. CONSTRUCTION OF IMPROVEMENTS: MAINTENANCE OF PREMISES

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

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

ARTICLE 8. ASSIGNMENT

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

ARTICLE 9. QUIET ENJOYMENT

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

ARTICLE 10. TREES AND CROPS

For and in consideration of the lump sum payment of

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

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

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

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

ARTICLE 11. GRAVES

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

ARTICLE 12. NOTICES

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

For the Government

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

For the Lessor

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

ARTICLE 13. ARBITRATION

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

ARTICLE 14. TERMINATION BY DEFAULT OF GOVERNMENT

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

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

ARTICLE 15. INDEMNITY: TAXES AND CHARGES

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

ARTICLE 16. TERMINATION BY GOVERNMENT

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

ARTICLE 17. DELIVERY OF PREMISES

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

ARTICLE 18. INTERPRETATION AND LAW GOVERNING

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

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

ARTICLE 19. GOVERNMENT REPRESENTATIVE

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

ARTICLE 20. LEASE AGREEMENT COMPLETE

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

ARTICLE 21. LEASE AGREEMENT BINDING

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

ARTICLE 22. LEASE AGREEMENT TRANSLATED: COPY GOVERNING

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

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

LESSOR

GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS

_____

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

Date: _____ Date: _____

* *

ATTESTATION

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

(1) _____ (2) _____

ACKNOWLEDGMENT

TRUST TERRITORY OF THE PACIFIC ISLANDS)
YAP DISTRICT) ss

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

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

_____
Clerk of Courts
Yap District

* *

CERTIFICATION AS TO TRANSLATION

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

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

_____

* *

GOVERNMENT APPROVALS

APPROVED AS TO FORM

By: _____
District Attorney

Date: _____

APPROVED FOR THE DISTRICT
OFFICE OF LAND MANAGEMENT

By: _____
Harold Temme
Acting District Land
Management Officer

Date: _____

RECORDING OF LEASE AGREEMENT

Filed and Recorded in Book _____, Page _____ at

_____A.M./P.M., this _____ day of _____, 19 ____.

_____
Clerk of Courts
Yap District

District Administrator, Yap

August 29, 1977
Serial:LS17720
File:178.70.3.6

Chief, Lands and Surveys

Proposed Lease Agreement covering Lands for Yap International Airport

Enclosed for your information is a copy of letter dated August 29, 1977, to the Federal Aviation Administration (FAA) from the Director, Transportation and Communications, as prepared by this Division, together with its attachment such being a draft lease agreement proposed to be used in acquiring the necessary interests in certain of the lands required for the airport project.

This draft has been forwarded to FAA primarily to get their preliminary reactions on the type of lease agreement normally used in Yap to acquire lands for capital improvement projects. Please do not feel "locked" into any of the provisions of the agreement, as it is intended to be for discussion purposes only.

We also enclose for your information a copy of letter dated July 13, 1977, from FAA in reply to the Director, Transportation and Communications's letter of June 29, 1977, as prepared by this Division. This reply is not of much assistance as it only refers us back to FAA's regulations and guidelines. It does help to point out however that in the future specific questions must be posed to FAA, and therefore the draft lease was forwarded directly to them prior to soliciting your comments.

If you have any specific comments to make on the draft at this time, we would appreciate receiving them so that they may be forwarded to FAA by the Director, Transporation and Communications. We realize this might not be possible due to the general nature of negotiations with the landowners that have occurred to date.

Koso Yamada

Enclosures: a/s

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

August 30, 1977

Mr. James W. Cox
Chief, Resource Division, NPS-600
Pacific Southwest Region
P. O. Box 4500
Honolulu, Hawaii 96813

Dear Mr. Cox:

In response to letter dated July 13, 1977, from the Western Area Program Officer NPS-600, we are submitting a draft lease agreement [illegible] for use in managing Kalaupapa on the Trust Territory [illegible]. This agreement is generally intended to be used for other lands within the survey, which yet, anthony and also where [illegible] except that (1) there are parcels where displaced persons are involved, and (2) the lands presently controlled by the Trust Territory are [illegible] existing statutes.

We would appreciate your reviewing the enclosed draft lease and [illegible] receiving any comments you might have on the terms and conditions of the agreement. Most of the provisions are similar to those [illegible] the agreement which appears in the draft Environmental Impact Statement circulated under cover of your letter of June 20, 1977, to [illegible] parties. We should point out however that the agreement has [illegible] proposed to or accepted by the landowners, and accordingly, there may be changes to certain of the articles, particularly the terms and [illegible] provisions. We are not at yet in a position to make an offer to the landowners, but nevertheless we desire your preliminary comments on the enclosed draft. Any changes in the future will be cleared with you prior to execution of any revised agreements.

A draft agreement covering the parcels which must be acquired where there are displaced persons will be forwarded to you after we receive your initial comments on the enclosed draft. Essentially we envision only one change from the enclosed draft, that being the addition of a clause concerning satisfaction of obligations of the Trust Territory to the displaced persons.

TT 1003 (REV. 3-72) (Other Forms Obsolete)

In close working on this draft a copy of the final agreement [illegible] receive your comments, accordingly. If you have any questions [illegible] contact me or Mike Lagerquist, we would appreciate hearing [illegible] soon as possible.

Finally, with respect to the need of agreement for the park that [illegible] which [illegible], i.e., a lease agreement, we are adopting an approach [illegible] such that a final determination of the appropriateness of an adjustment [illegible] would be made when we have the 100 design of the activities [illegible] available. We believe this will be at the near future, and when the [illegible] have been found, we and [illegible] will publish any proposed [illegible] for your review prior to promulgation.

We look forward to receiving your comments.

Sincerely yours,

William P. Clement
Director, Conservation and Communications

Copy: Director Administrator, Tpa
Acting District Land Management Officer, Tpa
Director Attorney, Tpa
Director, Transportation and Communications

TT 1003 (REV. 3-72) (Other Forms Obsolete)

MEMORANDUM FORM TT-5706

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

TO : Chief, Lands and Surveys **DATE:** Aug. 25, 1977

FROM : Attorney General

SUBJECT: Yap Airport Project

Your memorandum of June 30, 1977, with Serial No. LS17567, requested the assistance of this office in reviewing certain procedures and documentation proposed for use in negotiating land acquisition for the realignment of the Yap Airport in Rull and Kanifay Municipalities, Yap District. More particularly, you requested our opinion and guidance regarding the proposed use of the 1973 "Cowell Reports", adjusted to reflect inflation, as the basis upon which to formulate an offer to landowners of affected parcels. Subsection 1 of Section 452 of Title 67 of the Trust Territory Code reads, inter alia:

> "In acquiring property, the government will, to the greatest extent practicable, ... (b) before the initiation of negotiations, have the real property appraised and give the owner or his representative an opportunity to accompany the appraiser during the inspection of the property;"

This language is similar, though not identical, to provisions found in the United States Uniform Relocation Assistance and Real Property Aquisitions Policy Act of 1970, in which the Trust Territory of the Pacific Islands is included in the definition of "State". As a "State", the Trust Territory of the Pacific Islands must satisfy the requirements of the Act which apply to states when the TTPI receives "federal financial assistance...to pay all or a part of the cost of any program or project...", which is the program responsibility of a federal agency such as FAA. This matter was the subject of a legal memorandum written by the Assistant Solicitor, Territories, dated March 15, 1976.

The Assistant Solicitor also, in his memorandum, touched on the subject of appraisals required by the United States act and by whom they may be made. The Assistant Solicitor took the position that the Act does not require that the appraisals be made by professional appraisers and went on to suggest that the District Administrators, members of their staffs, and perhaps people from the local leaderships would be competent to provide the necessary appraisals.

This office agrees that nothing in the Federal Act requires that the appraisal be performed by a professional and independent appraisal firm. We do, however, feel that the appraisal that is made should have been performed more recently than as of February 7, 1973, the effective date of valuation utilized in the Cowell Report.

Most important, with regard to the remoteness in time factor which now exceeds four and one-half years since the appraisal was completed, is the question of (1) admissibility, and (2) the weight to be given to an appraisal report in a subsequent condemnation proceeding. While we recognize that the Cowell Report would be used solely as a basis upon which additional factors would be applied, the fundamental assumptions and conclusions are those of Mr. Cowell. We feel that the legal uncertainties involving the admissibility and weight to be given the very basis of the government's valuation and offer is unsatisfactory. For this reason, we regretfully cannot accept the proposal developed by your division in its present form.

Understandably the preparation of a current appraisal will mean incurring additional expense and time delays. Considering the monumental size of the proposed project and its dependence upon federal financial assistance, we feel strongly that a new appraisal must be performed. The findings of fact and conclusions drawn in such an appraisal may indeed result in a report nearly identical to that which has been proposed by your division. It will, however, not be subject to the same legal criticisms raised above. I will want to talk further with you on the preparation of a new appraisal at your earliest convenience.

for Damon Nakamura
Daniel J. High

cc: Director, Transportation and
Communications

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

PACIFIC-ASIA REGION
P. O. BOX 4009
HONOLULU, HAWAII 96815

COPY

JUL 13 1977

Mr. William P. Flanagan
Director, Transportation
and Communications
Office of the High Commissioner
Trust Territory of the Pacific Islands
Saipan, Mariana Islands 96950

Dear Mr. Flanagan:

Receipt is acknowledged of your June 29, 1977 letter posing certain questions in regard to acquiring land interests for the Yap Airport. In this regard, enclosed is a booklet entitled "ADAP Title Evidence Guidance" that should provide a great deal of the information you desire.

In general, the FAA requirements for land interests in the airport for an ADAP project are as contained in FAR Part 152.29 (Tab B of the enclosed booklet) and should consist of sufficient interest so that the sponsor cannot be deprived of possession or control of such lands, interfere with the use of such lands for public airport purposes, or make it impossible for the sponsor to carry out any of its assurances, agreements, or covenants. This usually consists of fee simple title to at least the landing and building areas. As can be noted in FAR Part 152.29(c)(2), a long-term lease from another public agency (emphasis applied) can be a satisfactory showing of title. While it is realized that the land interests held by the TTPI at Truk International Airport are in the form of a "lease" between various private landowners and the TTPI Government, by their nature they have been found to be tantamount to a fee simple interest. Therefore, any form of a proposed leasehold right for Yap Airport property should be submitted for our early legal review.

The area of land that should be acquired needs to be sufficient for the planned landing facilities, building areas, and clear zones and side slopes. This should be depicted on a Property Map, Exhibit "A", and such a map must accompany the project application. Any title opinions, appraisals, acquisition offers, etc. should also relate to this property map. Details for preparation of the property map can be found under Tab D of the enclosed booklet. The approved airport layout plan serves as the primary basis for determining the areas necessary

Received 4 Aug 77 from T & C without attachment
P. Bucht

for the airport. It is felt that an interest equal to fee should be held at least out to the building restriction lines and within the terminal area. Any less taking would be so restrictive that it is doubtful if any savings could be realized. The land areas outside the building restriction line may be a lesser taking than fee and could be available for restricted agricultural use.

Although not specifically required, sponsors are encouraged to acquire clear zone areas in fee to obtain maximum control. This area is shown on the approved Airport Layout Plan and consists of an area at ground level that is under the inner portions of the approach surface described in FAR Part 77. A lesser interest, such as an avigation easement, can be considered satisfactory if the sponsor has sufficient control to rid the clear zone of all obstructions and to prevent the creation of future obstructions, together with the right of entrance and exit for those purposes, to ensure the safe and unrestricted passage of aircraft in and over the area. The acquisition of such an easement is covered in detail under Tab F of the enclosure.

The above comments relative to clear zone interests are also considered appropriate to the 7:1 side transitional slope areas. This interest is necessary for those transitional surfaces described in FAR Part 77.

All acquisition practices, including leasehold or easements, must be in conformance with Title III of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (P. L. 91-646) and implementing Department of Transportation Regulations Part 25 (49 CFR 41040). The requirements of Chapter 16 of Title 67 of the Trust Territory Code was for the purpose of making the TTPI in compliance with these. If there are any persons, businesses, or farms displaced as a result of the acquisition, there must also be full compliance with Title II of P. L. 91-646.

Enclosed are copies of DOT Regulation Part 25, "Relocation Assistance and Land Acquisition for Federal and Federally-assisted Programs," and a pamphlet entitled "Uniform Appraisal Standards for Federal Land Acquisitions" for your further assistance in this regard. We had previously sent you a copy of Advisory Circular 150/5100-11, "Land Acquisition and Relocation Assistance under the Airport Development Aid Program," which may also be of assistance to you.

Sincerely,

B. J. COURTRIGHT
Senior Airports Program Officer, APC-660

Enclosures

cc: (w/o encls)
COMPACNAVFACENGCOM
OICC Marianas

August 17, 1977
Serial:[illegible]
File:[illegible]

R. E. Alexander
Commander, Civil Engineering Corps
Head of Acquisition Department
Naval Facilities Engineering Command
Pacific Division
Department of the Navy
Makalapa, Hawaii
FPO San Francisco 96610

Dear Commander Alexander:

This is to acknowledge receipt of your letter of July 18, 1977, to High Commissioner Winkel, regarding Navy assistance in the preparation of cadastral plats for the Yap Airfield Improvement Project.

We have reviewed the submitted estimate of $25,000 and find that we cannot justify expenditure of this amount of money for the preparation of the plats. Therefore, we have decided to complete the plats utilizing Trust Territory personnel on an overtime basis.

We thank you for your efforts in the matter.

Sincerely yours,

[illegible]
Acting Director,
Resources and Development

bcc: District Administrator, Yap
Acting District Land Management Officer, Yap

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DEPARTMENT OF THE NAVY
PACIFIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
MAKALAPA HI
FPO SAN FRANCISCO 96610

09A24:amv
18 JUL 1977

The Honorable A. Winkel
High Commissioner
Trust Territory of the Pacific Islands
Saipan, Mariana Islands 96950

Dear Mr. Winkel,

As requested in your letter of 1 July 1977 addressed to Mr. Warren C. Johnson of this Command, assistance in the preparation of cadastral plats can be provided. To execute the work as a change order to the Lyon's contract the estimated cost is $25,000. The cost may be revised downward when the scope of work has been more clearly defined.

Preparation of the plats has been discussed with Captain Ralph Smith, OICC Marianas, who is responsible for administering the Capital Improvements Program. If the cost is satisfactory and you desire that we proceed on this matter, it is suggested that the OICC be so notified and arrangements made for the transfer of funds.

Thank you for this opportunity to be of service to you.

Very truly yours,

R. E. ALEXANDER
Commander
Civil Engineer Corps
U. S. Navy
Head of Acquisition Department

Copy to:
OICC Marianas

RECEIVED
AUG 16 1977
jck

RECEIVED
JUL 22
HICOM

Action - Maps

JUL 01 1977

Mr. Warren C. Johnson
Director
Design Division
Naval Facilities Engineering Command
Pacific Division
Department of the Navy
Makalapa, Hawaii
FPO San Francisco 96610

Dear Mr. Johnson:

I am writing to you at this time to formally request assistance in the preparation of cadastral plats covering the lands required for the Yap Airport project. We believe that you are aware of discussions between Trust Territory officials and representatives of Lyon Associates, Inc., regarding the possibility of that firm completing the desired work under a possible change order to the existing Navy engineering/design contract.

As you may also be aware, the process of acquisition of suitable interests in the lands for the airport project is in its very early stages. One of the reasons for this situation is the large number of individual parcels involved, i.e. over 350, located in both Rull and Kanifay Municipalities. The Yap District Land Commission has been of great assistance to the District Administration in that this agency has recently determined ownership of the parcels in Rull and is expected to complete determinations for the Kanifay lands within the next month. All field surveys as well as office computations of the individual parcels are now also complete. However, we are experiencing difficulty in drafting the required cadastral plats depicting the surveyed parcels, and given the present work schedule of the Yap District Land Management Office, it is anticipated that the cadastral plats cannot be completed for approximately six (6) months. Their emphasis is presently placed on completion of the cadastral plats covering the lands required for the Colonia/Airport road project.

Accordingly, if outside assistance is not available, the final acquisition of the airport lands will be delayed for up to six (6) additional months pending completion of the cadastral plats on which the acquisition documents will be based. We do not believe this delay to be in the Trust Territory's best interests, and hopefully you will agree that it would also be beneficial to the Navy to accelerate the process where possible. Therefore, we are requesting that Lyon Associates be granted permission to prepare the plats under an appropriate change order to be negotiated by your Division and Lyon's personnel. It is our understanding that during very preliminary discussions with Lyon's officials, representatives of your Division expressed a favorable reaction pending an official request for assistance from the Trust Territory. We hope that this letter fulfills this requirement.

The Chief Engineer for Lyon Associates on the Yap project is presently in Yap working with Land Management personnel regarding the required scope of work, and upon his return to Honolulu, he will forward their proposal to you for the possible negotiation of the required change order.

If further information is required from either this Headquarters or the Yap District Administration on this request, please inform us so that the required material may be supplied. We then look forward to a favorable reaction to our request for assistance in completion of one of the necessary steps toward acquisition of the airport lands.

Sincerely yours,

High Commissioner

cc: CICC, Marianas

bcc: District Administrator, Yap
Acting District Land Management Officer, Yap
Senior Land Commissioner, Yap
Mr. Duckaby, Lyon Associations, Inc., Yap

DEPARTMENT OF THE NAVY
PACIFIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
MAKALAPA, HI
FPO SAN FRANCISCO 96610

09A24:amv

18 JUL 1977

The Honorable A. Winkel
High Commissioner
Trust Territory of the Pacific Islands
Saipan, Mariana Islands 96950

Dear Mr. Winkel,

As requested in your letter of 1 July 1977 addressed to Mr. Warren C. Johnson of this Command, assistance in the preparation of cadastral plats can be provided. To execute the work as a change order to the Lyon's contract the estimated cost is $25,000. The cost may be revised downward when the scope of work has been more clearly defined.

Preparation of the plats has been discussed with Captain Ralph Smith, OICC Marianas, who is responsible for administering the Capital Improvements Program. If the cost is satisfactory and you desire that we proceed on this matter, it is suggested that the OICC be so notified and arrangements made for the transfer of funds.

Thank you for this opportunity to be of service to you.

Very truly yours,

R. E. ALEXANDER
Commander
Civil Engineer Corps
U. S. Navy
Head of Acquisition Department

Copy to:
OICC Marianas

RECEIVED
JUL 22
PACOM

Director, Transportation and Communications

Chief, Lands and Surveys

Funds for Acquisition of Lands for Yap Airport Project

Preliminary estimates of the cost of annual rent payments for the lands that must be obtained for the Yap Airport project range from $12,000 to $13,000. Additionally, it appears that some $75,000 will be [illegible] to [illegible] the [illegible] of the approved relocation plan of the [illegible] (1) [illegible] in the [illegible] (2) [illegible] before the [illegible] of FY77, and [illegible] should be [illegible] in the FY78 budget [illegible] Trust Territory [illegible] for funds expended in land acquisition. [illegible] Territory [illegible] for the acquisitions.

Since, in the Yap District, it is [illegible] customary in land acquisitions [illegible] lump sum payments for the first five (5) years of the [illegible] from $60,000 to $75,000 would be required [illegible] payments in FY78. While we do not believe the Yap District [illegible] has actually made such an offer to the landowners to date, it would be a [illegible] counter proposal by the landowners to [illegible] Government proposal based solely on annual rental payments. If such method of payment were adopted, up to $150,000 would have to be [illegible] in the Trust Territory budget for the total acquisition. Also, if [illegible] initial lump sum payment for the first five (5) years of the lease were proposed by the landowners and is then accepted by the Trust Territory, it would appear to have two (2) beneficial effects: (1) it might make the landowners more willing to sign a lease agreement, and (2) it could be reimbursed to the Trust Territory by the FAA at one time. This latter benefit of course assumes that FAA would be willing to reimburse the Trust Territory for such a lump sum payment.

Your thoughts on the above would be appreciated, together with a preliminary indication that funds in a minimum amount of $90,000 are available in your budget for the acquisition to occur in FY78.

[illegible]

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

JUL 01 1977

Mr. Thomas G. Johnson
Director
Design Division
Naval Facilities Engineering Command
Pacific Division
Department of the Navy
Makalapa, Hawaii
FPO San Francisco 96610

Dear Mr. Johnson:

I am writing to you at this time to formally request assistance in the preparation of cadastral plats covering the lands required for the Tap Airport project. We believe that you are aware of the discussions between Trust Territory officials and representatives of your headquarters, Div., regarding the possibility of that firm assisting the Island staff under a possible change order in the existing Navy engineering/design contract.

As you may also be aware, the process of acquisition of outstanding interests in the lands for the airport project is in its very early stages. One of the reasons for this situation is the large number of individual parcels involved, i.e. over 200, located on both Dull and Kanifay Municipalities. The Tap District Land Commission has been of great assistance to the District Administration in that this agency has recently determined ownership of the parcels in Dull and is expected to complete determinations for the Kanifay lands within the next month. All field surveys as well as office computations of the individual parcels are now also complete. However, we are experiencing difficulty in drafting the required cadastral plats depicting the surveyed parcels, and given the present work schedule of the Tap District Land Management Office it is anticipated that the cadastral plats cannot be completed for approximately six (6) months. Their emphasis is presently placed on completion of the cadastral plats covering the lands required for the Colonia/Airport road project.

TT 1002(Rev. 4-73) (Other Forms Obsolete)

Accordingly, if current assistance is not available, the final construction of the airport [illegible] will be deferred for up to [illegible] additional months pending completion of the cadastral survey on which the acquisition documents will be based. We do not believe this delay to be in the Trust Territory's best interests, and hopefully you will agree that it would also be beneficial for the Navy to accelerate the process where possible. Therefore, we are requesting that Lyon Associates be granted permission to prepare the plats under an appropriate change order to be negotiated by your Division and Lyon's personnel. It is our understanding that during very preliminary discussions with Lyon's officials, representatives of your Division expressed a favorable reaction pending an official request for assistance from the Trust Territory. We hope that this letter fulfills this requirement.

The Chief Engineer for Lyon Associates on the Yap project is presently on Yap working with Land Management personnel regarding the required scope of work, and upon his return to Honolulu, he will forward Lyon's proposal to you for the possible negotiation of the required change order.

If further information is required from either this Headquarters or the Yap District Administration on this request, please inform us so that the required material may be supplied. We then look forward to a favorable reaction to our request for assistance in completion of one of the necessary steps toward acquisition of the airport lands.

Sincerely yours,

/s/ APW

High Commissioner

cc: OICC, Marianas

bcc: District Administrator, Yap
Acting District Land Management Officer, Yap
Senior Land Commissioner, Yap
Mr. Huckaby, Lyon Associations, Inc., Yap
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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

PACIFIC-ASIA REGION
P. O. BOX 4009
HONOLULU, HAWAII 96813

June 28, 1977

Director
Department of Resources and Development
Trust Territory of the Pacific Islands
Saipan, Mariana Islands 96950

Dear Sir:

Enclosed is the draft Environmental Impact Statement for the proposed improvement and development of Yap District Airport, Yap Island, Trust Territory of the Pacific Islands.

Your written comments are requested and should be addressed to:

Chief, Airports Division, APC-600
Federal Aviation Administration
Pacific-Asia Region
300 Ala Moana Blvd.
P. O. Box 4009
Honolulu, Hawaii 96813

The review period will extend until 45 days after the date of notification in the Federal Register by the President's Council on Environmental Quality (CEQ). The CEQ notice is expected to be published in the Federal Register on Friday, July 15, 1977. On that basis, the review period will end on August 29, 1977. In any case, the actual date of publication is controlling.

The most valuable comments which we receive would be those related to your own area of expertise. Of course we would appreciate receiving all substantive comments for further evaluating the potential impact of the proposed project on the environment. Should you have no comments to offer, we would appreciate a response to that effect.

If you desire a copy of the final Environmental Impact Statement, please include this request with your response.

Sincerely,

James M. Cox

JAMES M. COX
Chief, Airports Division, APC-600

Enclosure

Attorney General

Relocation, Lands and Surveys

Compliance with Chapters 16 and 17, Title 67, TTC, in connection with acquisition of lands for Tap Airport Project

Chapters 16 and 17 of Title 67 of the Trust Territory Code set forth the procedures the Trust Territory must follow in acquiring lands. The Ponape Administration is currently in the preliminary stages of negotiating for the acquisition of some 700 adjacent parcels of land which will enable the proposed lengthening of the runwaysh and provide Tap Airport, and these negotiations must of course be conducted in accordance with the aforementioned Code provisions. Recently, the Ponape Administrator and Land Management Officer spoke to me in the Trust Territory Attorney-for Land matters in this regard. [illegible] the Ponape Attorney, [illegible] to provide legal review and approval of the following proposed actions to ensure compliance with the Code provisions.

At present, the Ponape Administration is discussing the project with the leaderships of both Nett and Lamiday municipalities where the airport is to be located. Controversy will ensue with regard to the determination of the project, as already however, we have been assured by the Ponape Administrator that he plans to proceed with the project with or without municipal leadership concurrence. The Micronesian Legal Services Corporation attorney was representing certain of the landowners, but he has departed Tap and no replacement has arrived. Nevertheless, we believe it probable that there will be MLSC involvement in the future; and therefore, the Administration's actions toward negotiation must be legally defensible and in accordance with the law. Additionally, due to the participation in the funding of the construction project, this agency will be "looking over our shoulder" to ensure that the requirements of the U.S. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 are met.

Preliminary steps toward the negotiation to date are as follows. The District Land Commission at the request of the District Administration has enumerated all of the individual parcels within the project boundaries and conducted preliminary inquiries on all required parcels pursuant to 67 TTC 107(1). Additionally, a formal hearing under 67 TTC 107(1) has been held and determinations of ownership issued (67 TTC 108) for the

TT 500 (REV. 3-73) (Blue Form Standard)

[illegible] ownership of the required lands in Yap. [illegible] of the parcels [illegible] the Commission will [illegible] District Administrator [illegible] the parcels will be [illegible] after the [illegible] day appeal period [illegible] boundaries of the [illegible] parcels [illegible] the purpose of [illegible], and will be utilized [illegible] agreements reached with the landowners.

The next step in the acquisition would appear to be a determination by the District Administrator as to the eligibility of individual landowners for relocation assistance and payments under 67 TTC Chapter [illegible]. [illegible] determinations have been made that there are five or six families [illegible] which qualify for assistance as "displaced persons". A relocation plan has been prepared which has been approved by [illegible], but the plan has not been implemented to date. The legal guidance we are seeking at this [illegible] whether the families which must be relocated, [illegible] the [illegible] of the [illegible].

Preliminary determinations have also been made by District personnel that there are no "businesses" or "farm operations" located within the project boundaries, and therefore, no relocation assistance and payments are indicated except for the five or six families discussed above. The determination of qualification will be discussed below.

The first step which must be taken toward compliance with 67 TTC Chapter 12 appears to be the preparation of an appraisal required by 67 TTC 432(1)(a). It is our contention that this requirement can be met in the manner set forth in the attached draft memorandum from the District Land Management Officer, Yap, to the District Administrator. We enclose for your review copies of the two (2) reports prepared by Don R. [illegible] [illegible] referred to in the draft memorandum. The proposal as set forth in the memorandum is self-explanatory. Prior to finalization of the memorandum and approval of the proposal by the District Administrator, we ask that you review the presented material to determine if in your opinion the proposal will meet the Code requirement for preparation of an appraisal of the parcels to be acquired.

If the above method of determining land values is acceptable, we will be in a position to make written offers to the individual landowners as required by 67 TTC 432 (1) of what the Government believes to be just compensation for the leasehold and easement interests to be obtained. These offers would be developed by multiplying the unit values indicated in the Land Management Officer's memorandum by the

[illegible]		
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area of the parcels, plus compensation for any improvements that [illegible] on the individual parcels such as coconut trees and crops. [illegible] that will be developed. It is the usual practice in Yap [illegible] separately for each improvement. [illegible] the District Land Management personnel [illegible] for the purpose of [illegible] each improvement [illegible] on each parcel utilizing the form entitled "Property Sheet" attached to the draft letter discussed below.

The offer of just compensation when developed for each individual [illegible] is proposed to be made utilizing the attached draft letter to be signed individually by the District Administrator. The letter essentially consists of three (3) parts, i.e., (1) the final determination of [illegible] eligibility for relocation assistance and payments, (2) the [illegible] offer of just compensation, and (3) a request that the landowner [illegible] to the determination of non-eligibility and the sufficiency of the [illegible] offer. This response is proposed to be made utilizing the form entitled "Questionnaire and Statement of Intent" attached to the District Administrator's letter.

Pending an answer from Federal Aviation Administration officials to the [illegible] Director, Transportation and Communication's recent letter [illegible] we will be in a position to draft a similar offer to the landowners [illegible] lands where only height restriction easements are required.

We thus ask for your legal guidance and/or approval of the above outlined procedures and attached draft documents.

[illegible]

Enclosures: a/s

cc: District Administrator, Yap
Acting District Land Management Officer, Yap
Director, Transportation and Communication

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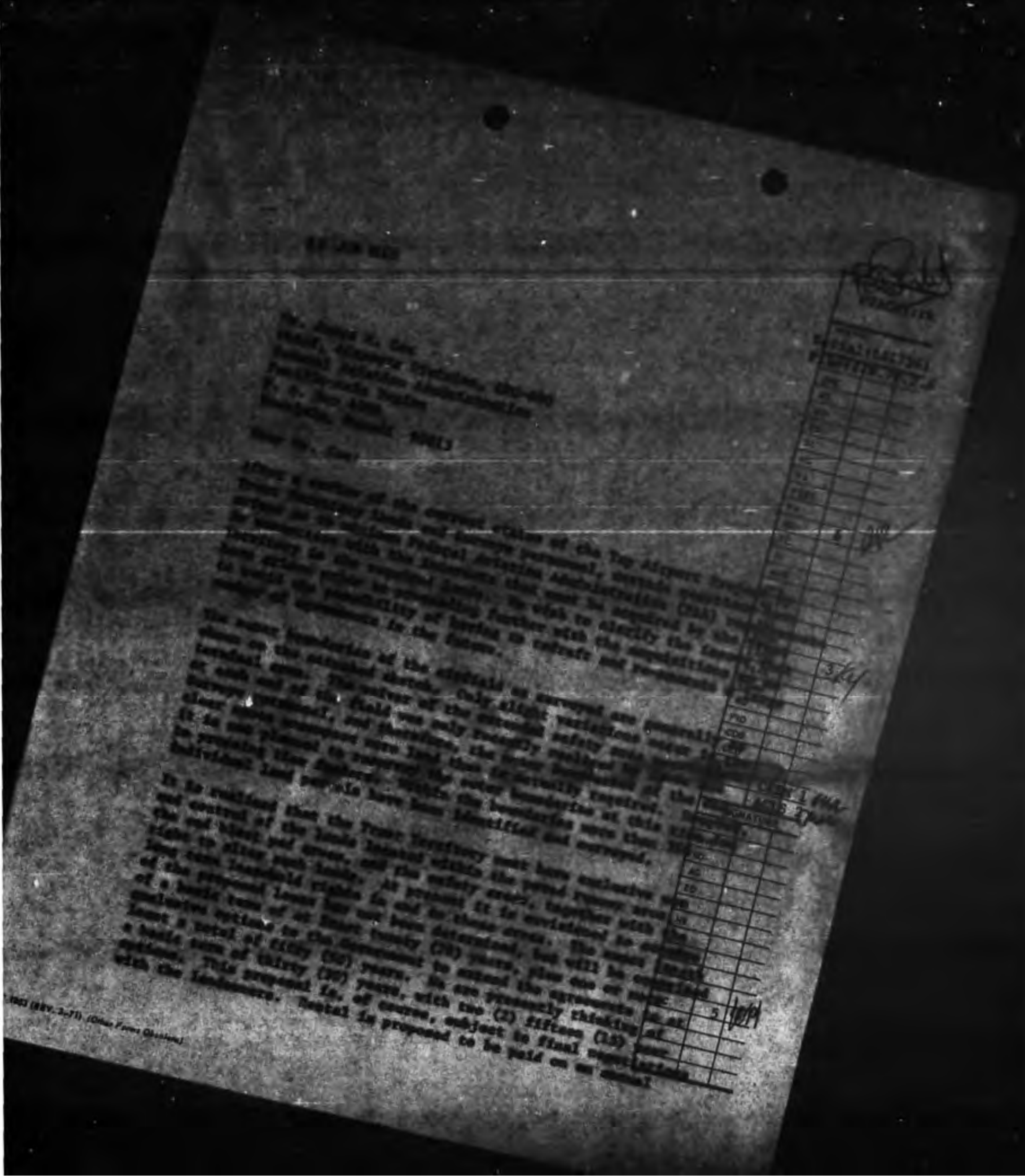
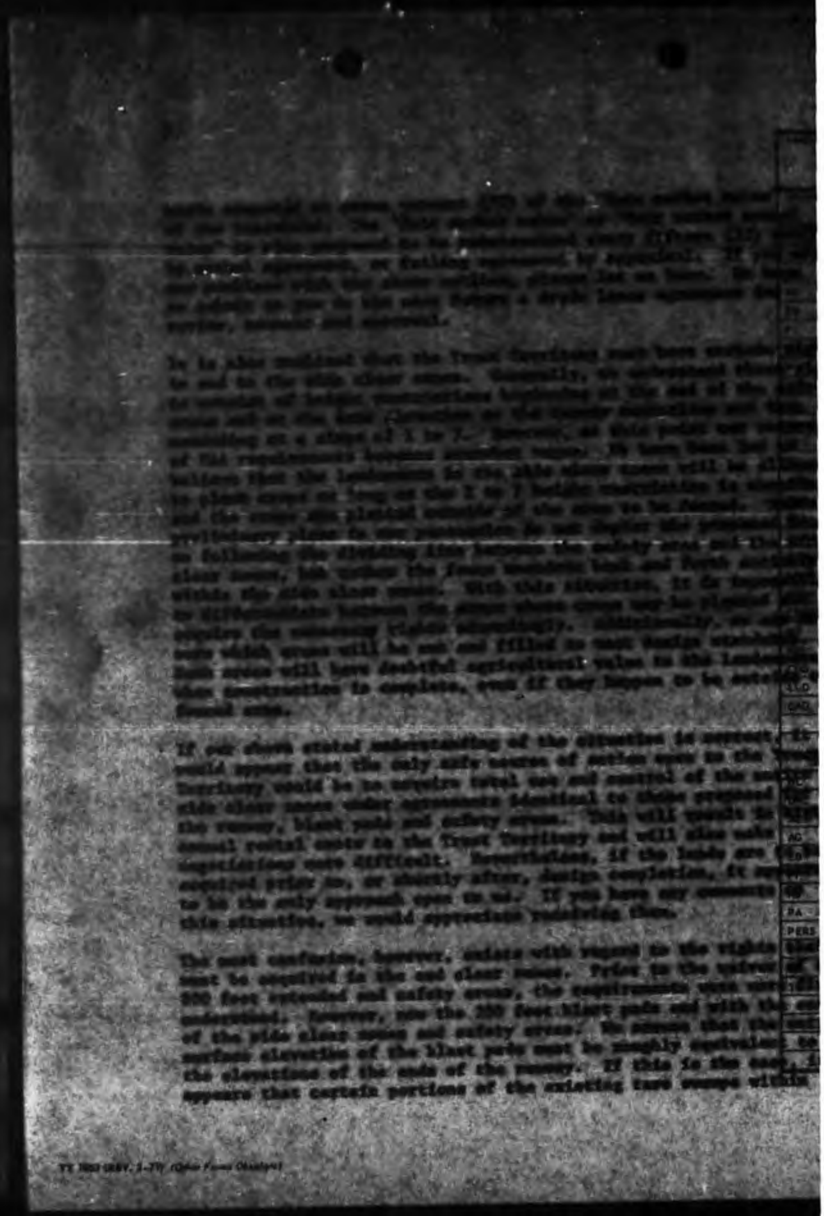


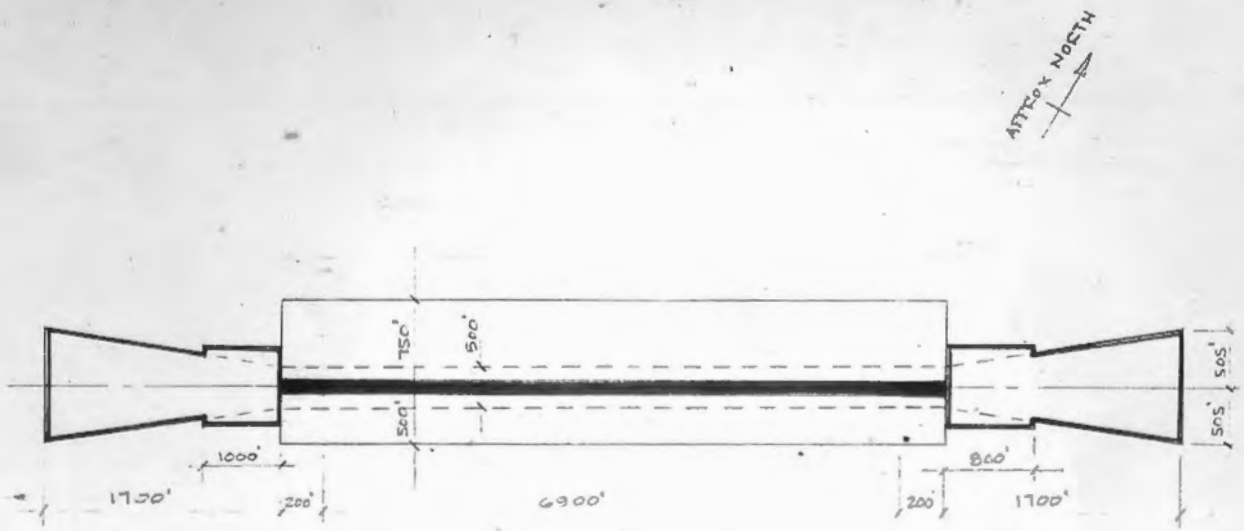
TT 1063 (REV. 3-71) (Other Forms Obsolete)



If our above stated understanding of the situation is correct, it
would appear that the only safe course of action open to the
Territory would be to acquire total use and control of the
side clear zones under agreements identical to those proposed
the runway, blast pads and safety areas. This will result in
annual rental costs to the Trust Territory and will also make
negotiations more difficult. Nevertheless, if the lands are
acquired prior to, or shortly after, design completion, it ap
to be the only approach open to us. If you have any comments
this situation, we would appreciate receiving them.

The most confusion, however, exists with regard to the rights
must be acquired in the end clear zones. Prior to the waiver
200 foot extended end safety areas, the requirements were
understood. However, now the 200 foot blast pads and with the
of the side clear zones and safety areas. We assume that the
surface elevation of the blast pads must be roughly equivalent
the elevations of the ends of the runway. If this is the case,
appears that certain portions of the existing taro swamps within

TT 1063 (REV. 3-71) (Other Forms Obsolete)



SAFETY AREA

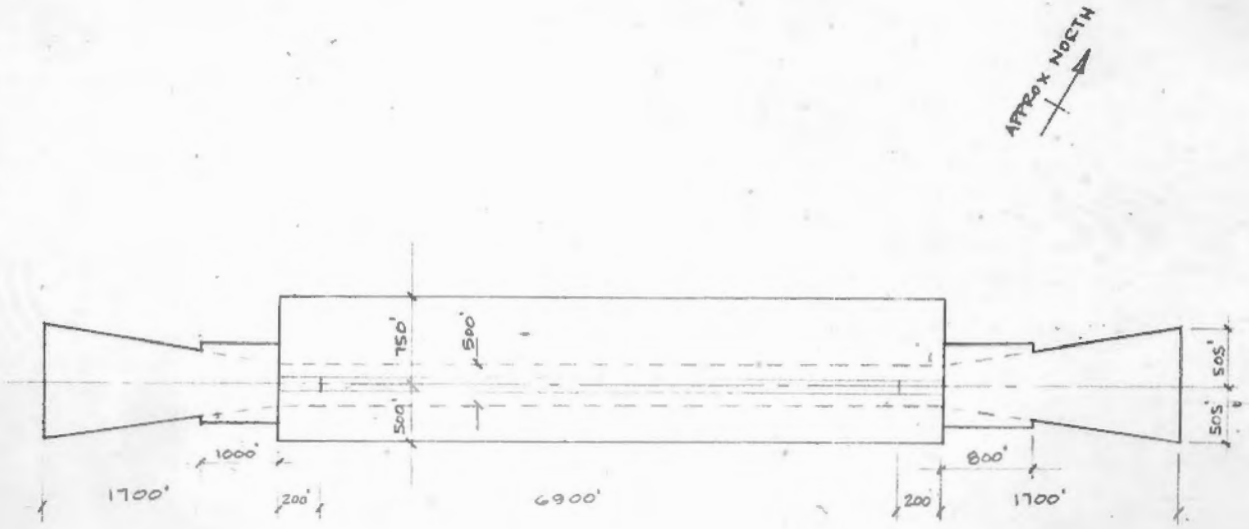
SIDE CLEAR ZONES

END CLEAR ZONES

PAVED RUNWAY

BLAST PADS

NO SCALE



SAFETY AREA

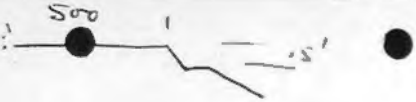
SIDE CLEAR ZONES

END CLEAR ZONES

PAVED RUNWAY

BLAST PADS

NO SCALE



150 wide pavement
10' wide shoulders
blast pad either end

safety area 500 ft wide

property line 750'

obstacle 250'

1000' W / 800' E Safety Zone

(1) Sonic force outside re interest

eliminated ? how to get rewritten
o what FAA now wants in an easement

- right to remove ground crops until condemnation begins (when?)

(2) Crops - Separate compensation

VRA Determination in Again - current / treatment / Prop can be counted

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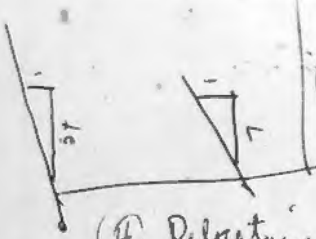

(3) Brows | payment relocation

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(4) Relocation | do they have land design.

Weather Service

$350.00 23,204 sq. m

$350 / 2.3204 ha. = $150.84 / ha.

2.47154

= $61.04/acre

= $872.06 acre value.

Upland

sq. m
397,847
14,400
8,800
14,864
15,200
31,935
483,046

48.3 ha.

$7245

Taro

197,120
130,000
327,120

32.7 ha

$6768

~~Day $1200 acre~~
~~$2965/ha~~
~~x .07~~
~~$207/ha rent~~

Rebone
800 - 1000
at 3% 900 - 1120
12%
at 4% 935 - 1160
16%
at 5% 960 - 1200
20%

$13 - 15,000 rent.
$65 - 675,000 - fee
year in advance

Mr. M. G. Oliver, Project Manager
The Ralph M. Parsons Company
P.O. Box 29907
Honolulu, Hawaii 96820

PGP Project No. A-75-0008-01

Yap Dalbert Airport

Airport Layout Plan

dated April 30, 1975

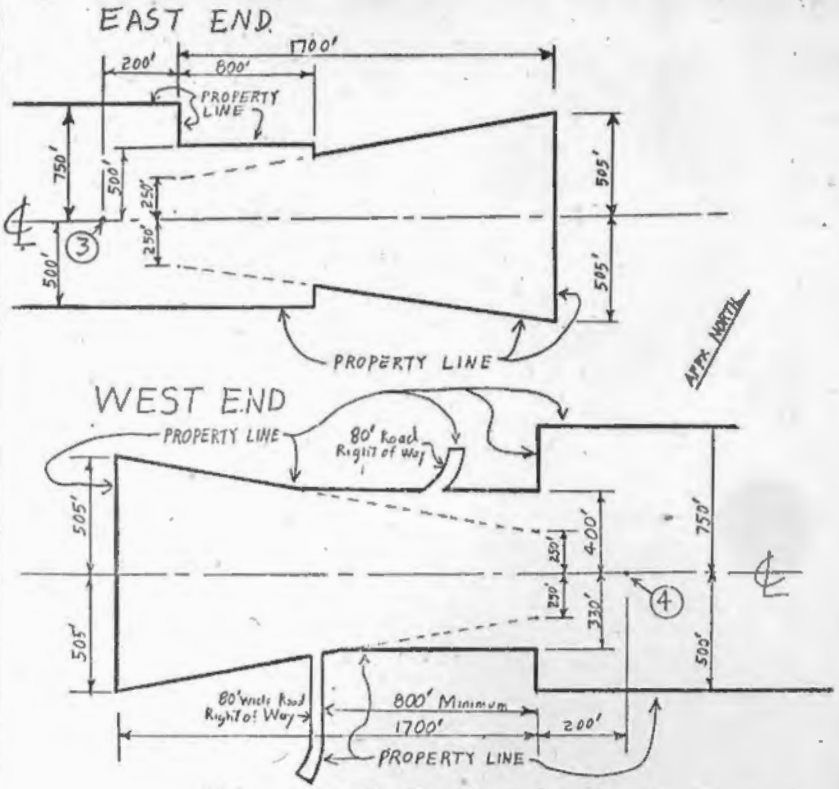
THE RALPH M. PARSONS COMPANY

TITLE YAP - LOCATION OF R/W A-4, ALT. 1 SHEET NO. 3 OF 3

JOB NO. 5047 DEPARTMENT AUTHOR F. Hermann DATE Feb 10, 1974

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

PROPERTY REQ'D AT CLEAR ZONES



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

RMPH F-102

PAGE NO.

THE RALPH M. PARSONS COMP/

TITLE YAP - LOCATION OF R/W A-4, ALT 1 SHEET NO. 3 OF 3

JOB NO. 5047 DEPARTMENT AUTHOR F. Hermann DATE Feb 10, 1974

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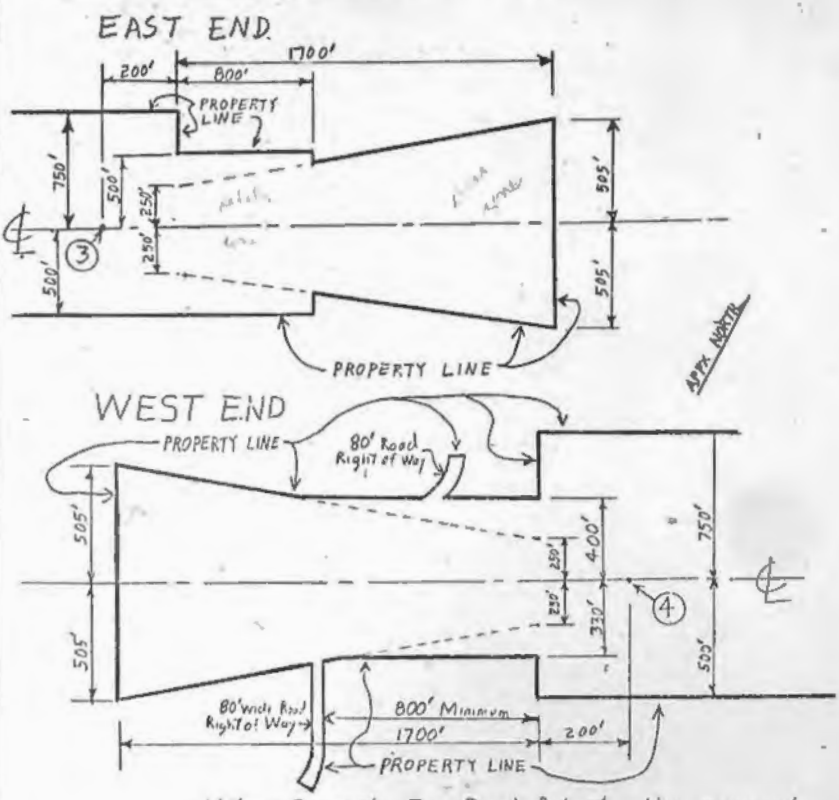
PROPERTY REQ'D AT CLEAR ZONES



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

RMPH F-102

PAGE NO. ____

Scope of Work File

QSL

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ZNR UUUUU ZOV RUHHBAA0170 REROUTE OF RUHHBAA0989 1090019
RUHCSAA I DISTAD YAP DISTRICT TTPI
R 190004Z APR 77
FM PACNAVFACENGCOM MAKALAPA HI
TO RUHJPBA/DICC GUAM
INFO RUHHBAA/ DISTAD YAP DISTRICT TTPI
RUHCSAA/RICO4TEXPACIS SAIPAN MARIANAS ISLANDS
BT
UNCLAS //N11330//
AIRFIELD CIP, YAP DISTRICT, TTPI
A. FOXECON LYON ASSOC INC AND PACNAVFACENGCOM OF 13 APR 77
B. FAA LTR OF 24 JAN 77
1. ACCORDING TO REF A DISTAD YAP DISTRICT HAS EFFECTED DEFERRAL OF A-E SURVEY WORK ON AIRFIELD PENDING CONFIRMATION THAT DESIGN OF EXTENDED RUNWAY SAFETY AREA ([illegible] FT EACH END OF RUNWAY) HAS BEEN EXCLUDED FROM SUBJECT PROJECT.
2. REF B CONFIRMS THAT THE EXTENDED RUNWAY SAFETY AREA IS TO BE WAIVED. A-E DESIGN TO BE BASED ON 6,[illegible] LF RUNWAY WITH 200 LF BLAST PADS EACH END FOR TOTAL LENGTH OF 7,[illegible] LF. REF B WILL BE FORWARDED UNDER SEPARATE COVER.
3. REQUEST ABOVE INFORMATION BE COORDINATED WITH DISTAD TO EXPEDITE AIRFIELD SURVEYS.
BT
#0989

NNNN

Scope of Work

LYON ASSOCIATES, INC.

INTER-OFFICE

To: Record/File

Date: April 5, 1977
77AC-150

From: Verden L. Beck

Subject: Yap Airfield
734-08

The following is information obtained today in a telephone call from Mr. George Hayama of the FAA.

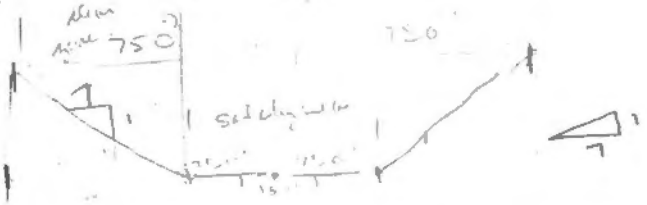
Due to there only being a 200' safety zone beyond each end of the runway, it has been decided that the only approach lighting aids at each end of the runway should be VASI and REILS. These systems for each end should be remotely controlled from some privately controlled space. (I suggest the airline check-in space in the existing terminal. This should be handled as a temporary location).

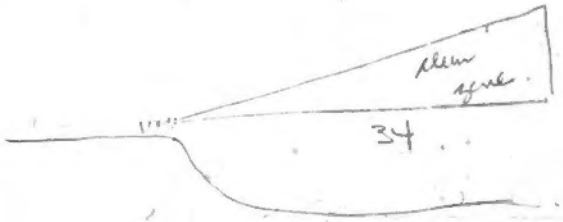
VLB

VLB:gk

cc: Mr. Hayama, FAA
Mr. Chun, PACDIV
RF
FLB
DVM
PW
FMcG

Mr. James M Cox
Chief, Airports Division, APC-600
Federal Aviation Administration
Pacific-Asia Region
P.O. Box 4009
Honolulu, Hawaii 96813

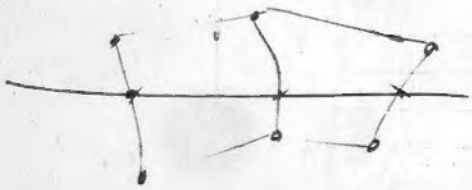




FAA

FAA

#13-15



DRAFT

District Administrator, Yap

District Land Management Officer, Yap

Appraisal of Value/Rental Value of Lands Required for Yap Airport Improvement Project

Chapter 16 of Title 67 of the Trust Territory Code requires that the Trust Territory Government perform an appraisal of the value of all lands that the Government desires to acquire for its use, and subsequently that a written offer of the value determined to be fair compensation of the interest to be acquired be offered to the landowner in writing. It is my proposal to fulfill this requirement of the law as follows.

As you may be aware, the Government in 1973 contracted with Don R. Cowell & Associates for the preparation of a Counceling Report covering in part the proposed site of the Yap Airport improvement project. A copy of the report is attached. This report is based on considerable research of economic factors and market data throughout the Trust Territory. The basic research is reflected in Volume I of the appraisal report ~~prepared by the same firm~~ for the Yap water/sewer project. I maintain that the basic conclusions of the various Cowell reports cannot be improved upon even with the expenditure of a large sum of money for the preparation of a second appraisal report by another independent appraiser under contract. And therefore, I do not recommed that this type of appraisal be undertaken for the airport project.

What I recommend is that the "Cowell" basic data be adopted by reference, and that it be utilized for the basis of making a written offer to each of the various landowners after updating as follows.

Since the Cowell report was prepared in 1973, the only significant events that have occurred that affect the value of the airport lands are (1) the execution of the lease agreement covering the National Weather Service Station site at Rull, and (2) inflation. Economic conditions in the airport area have not changed to a great extent, if at all, since 1973.

Cowell concludes that agriculture/taro lands in the airport area command a fee value between $800 and $1000 per acre, and that agriculture/other lands command a fee value of between $400 and $600 per acre.

is done in Yap.

In early 1976, the Trust Territory Government executed a lease agreement covering the National Weather Service Station Site in Rull owned by Chief Figirag, a major owner of lands within the proposed airport boundary. This lease provides for an annual rent payment of $350.00 covering the 23,204 square meters contained in the site or approximately $150/hectare/year. Assuming a return on value of 7% would indicate a fee value of $872 per acre for the station site, which would fall into the agriculture/other classification. Although this value is higher that the upper value indicated in the Cowell counseling report for lands in the airport area, the unit rental it establishes for lands in this area cannot be ignored.

To my knowledge there are no similar transactions occuring since the Cowell counseling report affecting the "fee" value for agriculture/taro lands. In fact the final settlement of the condemnation proceeding in the Yap water/sewer project (Civil Action No. 66) would tend to varify the recommendations of the unit values which Cowell sets forth in the 1973 appraisal report. The only factor affecting the range of values would be inflation. Assuming an annual inflaction of 5% would increase the range to from $960 to $1200 per acre fee value. It is my recommendation that the upper value be adopted for taro lands in the area, which if approved and assuming a return of 7% on value would indicate a unit rental value of approximately $200/hectare/year.

Normally, an appraisal of a particular parcel of land takes into account any special features that the land parcel might have, such as shape, size, slope, etc. It is my conclusion that to attempt to weight each of the involved parcels depending on these types of factors would not lend itself to the type of acquisition the Government is undertaking, nor would it be particular fair to the landowners. Assuming that the highest and best use of all of the parcels of land in the area is for an airport, it then becomes a matter of determining how each parcel is suited for this use. It is my conclusion that the individual characteristics of the parcels do not material affect the value of the unit rental value at least in so far as the airport acquisition is concerned. If this conclusion is accepted, a uniform unit rental value would apply to each of the two (2) types of lands involved.

Therefore, it is my recommendation to you that the following unit rental values be applied uniformly to the various involved parcels:

AGRICULTURE/TARO..... $200/hectare/year

AGRICULTURE/OTHER..... $150/hectare/year

What, however, does make each individual parcel more valuable to at least the owners is the economic trees and crops that are planted thereon. Accordingly, we are undertaking an individual crop count for each parcel which will be utilized when making a final written offer to each of the owners as required by 67 TTC 452 (1) (c).

It is then proposed that this memorandum, the Cowell counceling report, volume 1 of Cowell's appraisal report for the Yap water/sewer project, and the individual written offers to each landowner based on an annual rental computation per the above unit rental values and the crops located on the individual parcels be considered to fulfill the requirements of 67 TTC 452 (1) (b), i.e., that the Government appraise the property prior to the initiation of negotiations with the landowners.

Harold O. Temme

Attachements

I have reviewed the above recommendations of the District Land Management Officer and hereby determine that the Government's approved appraisal of each parcel shall be comprised of the elements enumerated in the last paragraph above and that such fulfills the requirements of 67 TTC 452 (1) (b).

EG
District Administrator, Yap

Date

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GMS671 PMN5316 OAL4277 CCD604100
KFYA COURHU 072
HONOLULU 72 22 1105 PAGE 1/50

LYONPLAN
96943
YAPCAROLINEISLAN

HUKABY NAVY AGREEABLE TO DOING PLAT MAPS FOR TT STOP THEY NEED
REQUEST FROM TT THEN THEYWILL AUTHORIZE US TO DO STOP PROVIDE ME
WITH BREAKDOWN OF MANHOUR EFFORT TO DO STOP DIDEYE UNDERSTAND THAT
YOU CAN DO THERE STOP ATTEMPT TO GET PW THERE

CCD604100 PAGE2/22

BEFORE MONDAY UNSUCCESSFUL STOP HAVE ARRANGED FOR MCGURK TO FOLLOW PW
ON WEDNEDAY IF YOU AND PW AGREE HE IS NEEDED
BECK

COL 96943

June 23, 1977

Requirements and Notes regarding proposed contract plats-Airport---with Lyons

1. Plats to be drawn in ink.
   Line weights, lettering, and detail will attempt to follow T.T. plat standards.

2. Lettering to be done in Le Roy

3. After receiving plat back, Surveyor's seal will be affixed by either Moses or Temme.

4. Plat numbering and parcel numbers---and boundary limits of plat to be given Lyons by Land Management (Moses)

5. Coordinates of parcel corners will be given to Lyons.

6. Lyon will compute bearings and distances and areas of the parcels from the coordinates received.

7. If Land Management has not yet computed intersections on ~~Safety~~ Exterior Zone line and intersections on existing airfield boundaries, Lyons will compute these.

8. Any survey field pick-up work will be done by Land Management.

= Data in Trail

3-4 Unifying

MEMORANDUM FORM TT-570C

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

TO : Director, Resources & Development

DATE: June 13, 1977
Serial: LS17526
File: 178.70.5.6

FROM : Chief, Lands & Surveys

SUBJECT: Proposed travel by Chief, Real Property Management Branch

It is requested that travel to Yap be approved for Dennis Pacht from June 20 - 24, 1977. Please refer to the attached copy of memorandum from the Acting District Land Management Officer, Yap.

Kozo Yamada

Kozo Yamada

Attachment: a/s

MEMORANDUM FORM TT-570C

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

TO : Chief, Lands & Surveys
THRU : District Administrator, Yap

DATE: June 2, 1977
Serial:LMY 01066

FROM : Act. Land Management Officer, Yap

SUBJECT: Request for Chief, Realty Branch to visit Yap for discussion and advice on Certification of Proposed Yap Airport Realignment

Recent discussion with the District Administrator, and given the critrical stage and subsequent problems surrounding the proposed Yap Airport realignment and it's Certification, has convinced us that a short trip of the Chief, Realty Branch to Yap to give guidance and assistance to the problem would be correct timing at this time and extremely helpfull. Because of the nature of the problems I believe any delay in his on-site assistance would only magnify the problems later. There are many problems concerning the proposed site but briefly the main reason for his assistance are these:

1. Recent events make it appear that a decision stage is at hand as to whether eminent domain proceedings should be exercised. The advantages and disadvantages experienced along this line in the past need to be looked at and discussed thoroughly, as should also be noted what course to follow and what information to record in whichever event is choosen. The Chief, Realty Branch has had experience along this matter. I feel this is an extremely important decision and many steps and directions should be looked at.

2. Regardless of whether eminent domaine proceedings or the normal negiotistion are taken the Certification steps need to be discussed and gone over. The Chief of Realty Branch, functioning as a member of the Land Certification Review Committe, can give much better guidance in this matter then the District can as to what is desired and what steps are necessary. We have been trying to do this by telephone and with guidance of the Manual of Instructions but large doubts and problem still exist as to what steps remain. All Certification of Capital Improvement projects are somewhat different. There is no substitute other than on-site look at the matter. Because of the nemerous parcels and the time element in ownership determination one of the biggest problems is what type of Certificate plat should be drafted. Difference of opinion on this matter exist between the District Land Commission and Land Management and quite possibly with the ideas of your staff. This is a matter which should be resolved as dublicate and various maps will be drawn. I see no problems in this matter if Dennis Pacht could makes an on-site analysis of the material that exist and gives us a direction. Past experience in Certification process has shown that the drawn plat takes longer then any of the other steps. It is important that we proceed with that step in the proper direction.

Action - Yamada 176. 70. 5. 6

3. The necessary field work toward an appraisal report of the proposed airfield is proceeding OK. I anticipate no big problems. However, since Dennis will be the reciprocant of all data collected and instrumental in the advice and writing of the appraisal I feel it is important that he inspects and advises on what we are now doing toward this end. Again an on-site look at the work is much more effective then a telephone conversation.

This request for a visit from the Chief, of Realty Branch was suggested to me by District Administrator. His feeling of the value of the visit are the same on mine. At the present time Mr. Gilmar is in the States for approximately ten days at the request of the United Nations. He plans to return around June 13th. I would suggest Mr. Pacht's visit could be from June 15th to 17th. This could be fluctuated if Mr. Gilmar's return plan are changed. Please give me your comments on our request for Mr. Pacht's trip. If a date is finalized I will make the necessary hotel reservations.

Harold O. Teume

RECEIVED
JUN 8 1977

F-0167-2

The Ralph M. Parsons Company

Engineers • Constructors

P. O. BOX 29909, HONOLULU, HAWAII 96820

Street Address:
550 Paiea Street
Honolulu, Hawaii

Telephone 847-5081
(Area Code 808)

February 18, 1977

RECEIVED
FEB 28 1977

Mr. Koichi L. Wong
Contracting Officer for
the High Commissioner
Office of the High Commissioner
Trust Territory of the Pacific Islands
Saipan, Mariana Islands 96950

SUBJECT: Yap District Airport
Draft Environmental Impact Statement
Parsons Job No. 5047
Parsons Letter No. S-903

Dear Mr. Wong:

In response to Mr. Paul W. Oden's Micronesian Legal Services Corporation letters of February 7 and 11, 1977, regarding the subject project, we should like to offer the following comments.

As you know we are still finalizing the Draft EIS with cooperation from FAA and do not understand how Mr. Oden and his clients could have reviewed the final product. At present we expect to publish and distribute the Draft EIS in early March 1977.

It was our understanding, based upon the letters of concurrence by Kanifay Municipality and the Yap Islands Magistrates Council dated October 23, 1975, and October 16, 1975, respectively, that the selected airport site had been approved by the people of Yap. In addition, the minutes of a public meeting held in Kanifay on September 23, 1975, indicate that all of the issues raised in Mr. Oden's letters were fully discussed and a general agreement reached by those present that the selected airport site was acceptable.

Since Mr. Oden and his clients have evidently reviewed and commented on something other than the Draft EIS, we do not believe it prudent to include the February 7 and 11, 1976, letters in the final printed Draft EIS.

RECEIVED
MAR 17 1977

178.70.5.6

It would appear by his letter of February 11, 1977, that Mr. Edward Gilmar, Yap District Administrator, has quite ably and succinctly responded to Mr. Oden's letters.

Please be informed that Mr. Oden's letters will be included in the Final EIS.

Should you have any questions regarding the above, please contact us.

Very truly yours,

THE RALPH M. PARSONS COMPANY

M. E. Oliver

M. E. Oliver
Project Manager

Chapman/py

cc: W. P. Flanagan - Saipan
DistAd Yap
J. Cox - FAA Honolulu

February 11, 1977

Mr. Paul Oden
Directing Attorney
Micronesian Legal Services Corp.
Colonia, Yap
Western Caroline Islands 96943

Re: Proposed Airport Construction

Dear Paul:

Thank you very much for your letter of February 7 on above subject.

This letter constitutes my preliminary position and partial response to your letter. Submission of my final response will be made after the situation is carefully studied.

I have no doubt that your letter was written in good faith, to represent and protect your clients. This is fine. However, being a Yapese myself, I was able to follow the developments which led to the position which your clients are apparently taking. In retrospect, therefore, your letter appears to be half-real and half-imagined. Please allow me to explain. First, if the situation was instigated and spearheaded exclusively by Yapese, then my position would have been different. Unfortunately this was not the case. I am sure you know that certain non-Yapese individuals appointed themselves to act for the Yapese and went around campaigning against the airport project. In your letter, first paragraph, you said, "It is our conclusion that the proposed airport construction is unacceptable." My question is whose conclusion are you talking about--the Yapese or non-Yapese?

Second, for your information, I was raised in Luech Village when I was a kid. I am familiar with life patterns of that particular region of the island. In this regard, I want to reserve my other comments on your analysis of way of life of the people. But the main thing I want to point out is that being a Yapese myself, I want to help the Yapese people, not to fool them. This is my basic motto. The fact that I have certain attachment to the area and the people is secondary.

Finally, as I indicated, my final response will be submitted after all the issues are studied in proper prospective. Once again, I want to thank you for your letter and your time.

Sincerely,

Edmund Gilmar
District Administrator, Yap

cc: Chief, TT Aviation Division, Saipan
Environmental Protection Board, Saipan
FAA, Honolulu
Ralph M. Parsons, Honolulu
CICC, Yap
District Director/Peace Corps, Yap
District Attorney, Yap

Acting High Commissioner

Assistant Chief, Lands and Surveys

Yap Airport

This memorandum is prompted by message [illegible] 77 from [illegible] which suggests Trust Territory awareness that the required lands [illegible] be available for the Yap airport project prior to the survey contractor [illegible] for the design of the new facility. Subsequent to the discussion [illegible] this message held in your Office on the afternoon of March 7 at which [illegible] a representative of this Division was present, the following information was obtained from conversations with the Acting Land Management Officer and Senior Land Commissioner, Yap.

At present, District officials are working on the assumption that the boundaries of the project will remain as indicated in the feasibility study. Within these boundaries are located some 300 separate parcels of land (200 plus in Rull Municipality and 75 plus in Kanifay Municipality). The Land Registration teams for Rull Municipality have completed [illegible] of all parcels and the team for Kanifay has nearly completed its work. Late this month, preliminary inquiries will be held for the Rull lands under 67 TTC 107(1) and some 30 to 50 days later the formal hearings on ownership under 67 TTC 107(2) will be held. For uncontested claims, determinations under 67 TTC 109 may then be made by the Commission. Again for uncontested claims, 120 days after the determination, a final certificate of title may be issued. The work schedule in Kanifay is slightly behind the schedule in Rull.

Land Management survey teams are keeping pace with the Registration Teams and most of the parcels are field surveyed, computed and plotted in preliminary form.

Thus, within a few weeks the Government should have a preliminary indication of the ownership of each parcel. The Senior Land Commissioner indicates that only about 5 to 10 percent of the original claims under at the preliminary inquiry change by the time the final certificates of title are issued. However, conclusive evidence of ownership will not be available for the majority of parcels until October, 1977. Finalization of ownership of parcels where ownership and boundaries are contested will take considerably longer.

TT 1020 (REV. 3-71) (Other Forms Obsolete)

fee simple lands. Therefore, long term lease agreements will have to be negotiated as the minimum acceptable interest in the site. We would suggest that the lease agreement for the [illegible] hospital site be used as a model to work from in developing a draft agreement for the airport negotiations. This agreement provides for a minimum term of 50 years, although we believe that other combinations of an initial term plus option periods would be acceptable.

With regard to rental to be paid to the landowners, we have to recommend that periodic payments be made. Although annual rent payments are administratively burdensome, we would prefer this type of payment, although periodic payments at say 5 year intervals would not be objectionable. However, this does require that the appropriate funding in target amounts be available in the years they fall due. In the past, Governmental departments have forgotten to budget the required amounts for this type of payment and have had to cut deeply into their operational budgets to pay the required amount.

As to the rental amount, the following discussion is offered. Chapters 16 and 17 of Title 67 of the Code require that a written offer of the value of the interest to be acquired by the Government be provided to each landowner prior to negotiations. This offer is to be based on what the Government feels the interest is worth through appraisal, and additionally that the owner be allowed to accompany the appraiser during the inspection of the property. We are of the belief that the hardest part of this requirement has already been accomplished, however, certainly a good deal of "leg work" remains. The Counseling Report prepared by Don T. Cowell & Associates in 1973 under Contract 173-[illegible], on file, provides a very firm basis for making a written offer to each landowner. This report concludes that agriculture lands in the general vicinity of the [illegible] airport site range in fee value from $400 to $500 per acre and that taro lands range in value from $800 to $1,000 per acre. As these ranges were developed in 1973, it is thought appropriate to increase the amount by a few percentage points to compensate for inflationary effects since 1973. No material changes have occurred due to other factors affecting land values. Hence the requirements of 67 TTC 432 can be met by representatives of Land Management visiting each parcel with the landowner, determining whether the parcel is farm land or taro land, and noting any particular conditions unique to the individual parcel that might affect value, and then finally assigning a value to the land based on its area and its general agriculture worth within the indicated price ranges. Agriculture officials might be of assistance in the latter determination.

After the value of the parcel has been determined, generally speaking, it is based on a 75 return on value. Then the Trust should rent or the owner may be compensated and relocated to Guam.

Gamill recommends that the three owners of each end of the runway be handled in a different manner. It is our understanding that those owners require a 30 foot height restriction only, and therefore rather than leasing those areas, it would be more appropriate that air easements be obtained. Gamill estimates that the value of the affected lands would only be damaged by the imposition of a 30 foot air easement to be valued equal to 25 of the Tax value of the land. Usually, requests for easements are made in a lump sum manner in advance. However, again we do not recommend this method of payment. Periodic payments based on 75 return to the 32 land damage constitute at a minimum of the easement would appear to be appropriate as the basis for annual payments.

We are aware that certain relocations of households have to be made in accordance with Chapter 27 of Title 49 and DOT(FAA) regulations. It is our understanding that this part of the program is being handled by the Tax District Manager. We are unaware of the funding requirements for this portion of the project.

This alone may seem complicated. We do not believe this to be true, although due to the large number of parcels involved in this acquisition the task may seem overwhelming. Again we do not believe this to be true if the District Administration receives the active support of the leadership of the area. Without such active support the project can never materialize.

In closing, we would like to stress that due to FAA and DOT involvement in the funding for this project, no shortcuts can be taken. If these agencies require the same degree of documentation as was required for the Prospe Airport Project, the Trust Territory is going to have to perform well. The final results of the Land Condemnation work will center tremendously in this regard. It is realized that the Contractor's schedule falls somewhat short of the GIDC design schedule. This cannot however be helped as there is no way of speeding up the legal process of registration of land. In this regard, we believe that it will be somewhat of a surprise to the Land Condemnation and Land Management, as it was to this Division, that "certification" is now being requested prior to facility design rather than project construction. However, we cannot necessarily fault this requirement given the cost of design and the Administration's reluctance to exercise the eminent domain authority.

TT 1041 (REV. 1-70) (Other Forms Obsolete)

2.

By copy of this memorandum to the District Administrator, Yap, this Division offers its assistance wherever possible to complete the acquisition.

[illegible]

cc: Executive Officer
Director of Public Works
Deputy Director of Transportation and Communications
District Administrator, Yap
Acting District Land Management Officer, Yap
District Attorney, Yap
Senior Land Commissioner, Yap

[illegible]		
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TT [illegible] (REV. 8-71) (Other Forms Obsolete)

AICOM action below

MAR 7 INFO.....D/PW
INFO.....C/DESIGN
INFO.....A/BC

ZCZC SHA051
VZCZCGSA055
RTTUZYUW RUHGSGG7541 0622308-UUUUU--RUHGRA RUENC RUHGSAA RUHHFSA
RUHJHNA RULSSAA.
ZER UUUUU
R 030100Z MAR 77
FM OICC GUAM
TO ZEN/HICOMTERPACIS SAIPAN MARIANA ISLANDS
INFO RUHGSAA/DISTRO YAP WESTERN CAROLINE ISLANDS
RUENC /SECSTATE WASHINGTON DC
RULSSAA/COMNAVFACENGCOM ALEXANDRIA VA
RHMFIUU/PACNAVFACENGCOM HONOLULU HI
RUHHFSA/FAA HONOLULU HI
RUHJHNA/COMNAVMARIANAS GUAM
BT
UNCLAS //N04750//
SECSTATE PASS TO DEPT INTERIOR/DOTA
FAA PASS TO MR. J.M. COX
COMNAVFACENGCOM PASS TO CODE 03
PACNAVFACENGCOM PASS TO CODE 09A
YAP DISTRICT AIRFIELD
1. BY COPY TO OICC OF MICRONESIAN LEGAL SERVICE (MLS) LTRS DTD 7 AND 11 FEB 77 TO DISTRO YAP, IT APPEARS SUFFICIENTLY CLEAR THAT LOCAL OPPOSITION TO CONST OF SUBJ AIRFIELD WOULD SUGGEST THAT PROCEEDING WITH DESIGN OF THE AIRFIELD IS INAPPROPRIATE AT THIS TIME.

PAGE 02 RUHGSGG7541 UNCLAS
2. IT IS UNDERSTOOD THAT MLS REPRESENTS THE PEOPLE OF LIMEN, MOMECH, NEM, FIRA, YIBUF, AND DIRIEAN VILLAGES AND THE MUNICIPAL COUNCIL FOR MAL AND MANIFAY MUNICIPALITIES. THESE VILLAGES DIRECTLY AFFECTED BY THE PROPOSED SITING OF THE YAP AIRFIELD.
3. IN REVIEWING DRAFT EIS DTD 31 MAY 74 AND YAP AIRPORT MASTER PLAN PREPARED BY R.M. PARSONS CO. IT IS NOTED THAT FOUR ALTERNATE SITES AND THREE ALIGNMENTS HAVE BEEN INVESTIGATED AND REPORTED ON. IN ADDITION TO ABOVE REPORTS EXTENSIVE RELATED STUDIES HAVE ALSO BEEN CONDUCTED BY HORTON RP CO. AND HAWAIIAN ARCHITECTS AND ENGINEERS. THE MASTER PLAN CONCLUDED THAT THE PROPOSED SITE WAS OPTIMAL LOCATION FOR THE YAP AIRFIELD.
4. CONSIDERING THE WEIGHT OF TIME, EFFORT, AND MONEY EXPENDED TO DATE TO ESTABLISH THE BEST LOCATION AND ALIGNMENT FOR A SAFE AND EFFICIENT AIRFIELD AND THE FACT THAT STRONG LOCAL OBJECTIONS TO THIS AND OTHER PROPOSED SITES STILL EXISTS IT APPEARS PRUDENT TO AVOID THE ADDITIONAL COSTS ASSOCIATED WITH DESIGN OF THE AIRFIELD UNTIL REASONABLE ASSURANCE CAN BE PROVIDED BY THE AICOM THAT THE SITE WILL BE AVAIL FOR CONST UPON COMPL OF THE DESIGN EFFORT. ACCORDINGLY, AICOM IS REQUESTED TO PROVIDE OICC, MARIANAS CLARIFICATION OF THE LAND AVAIL ISSUE FOR THE YAP AIRFIELD ASAP.

PAGE 03 RUHGSGG7541 UNCLAS
5. FOR PACNAVFACENGCOM: REQUEST THAT YOU COORDINATE FEE PROPOSAL WITH LYONS ASSOC FOR AIRFIELD DESIGN BUT DO NOT ISSUE NTP UNTIL OICC NOTIFICATION OF GUIDANCE RECD FROM AICOM. DESIGN WORK ON ALL OTHER YAP PROJS TO PROCEED AS SCHEDULED.
6. COPIES OF REFERENCED LTRS FROM MLS WITH ATTACHED RESOLUTIONS AND SIGNED PETITIONS BEING FWDED TO AICOM SEPARATELY.
BT
#7541

Handed to me at 1 Mar 77 meeting between AMC, NC, D/PW and DD/PEC
NC to send Dir Cpt Yap the most expert written assurance

2.

[illegible] boundaries, [illegible]. [illegible] is working closely with the design engineer and [illegible] in this area. All we can hope is that the design engineer keeps the District Administration fully aware of any planned changes in project boundaries.

We thus suggest that the required surveys be undertaken as one of your top priorities in conjunction with the [illegible] Land [illegible] program.

[illegible]

cc: Senior Land Commissioner, Yap
District Attorney, Yap
District Planner, Yap
Acting District Land Management Officer, Yap

PA		
PERS		
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RD		
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[illegible]		
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MEMORANDUM. FORM TT-ETC

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

TO : Chief, Lands and Surveys
THRU : District Administrator, Yap

DATE: August 27, 1976
Serial: LMY 0993

FROM : Act. Land Management Officer, Yap

SUBJECT: Guidelines for Certification of Proposed Yap Airfield

Receipt is acknowledged of your memo of August 19, 1976 concerning subject above.

As a guideline for Certification of CIP projects I have the following two "flow charts". One is from the Manual of Administration Sec. 485.1 and the other is information left to me from Mike Allen (see attachment A and B). Because these guidelines are a little bit obscure to me, and because CIP projects should, but don't always, follow the same pattern toward Certification I am asking if you can clarify the current standing of the Yap Proposed Airport.

As I interepert the two flow chart, the following are the basic steps to follow toward Certification. Correct me if I am wrong.

Certification	Proposed Yap Airport

1. Plan prepared
2. Form 985
   a. Planner OK's site
   b. DLMO determines cost. Land use. Checks if Uniform Relocation will apply.
   c. Dist. Attorney prepares necessary documents.
   d. Public Works does topo maps and subsurface Surveys and A.&E. contract.
3. Distad approves 985
4. DLMO prepares surveys plat.
5. Dist. Attorney completes further the Uniform Relocation Act and prepares final acquisition documents.
6. DLMO has landowners and Distad sign documents.
7. Dist. Attorney sends copies to Clerk of Court, District Registry and to Landowners.
8. DLMO prepares abstract.
9. Dist. Attorney reviews all documents and prepares final Title Opinion.
10. Certifies site. Sends document copies to Chief, Lands and Surveys and to Public Works.
11. Dist. Attorney with DLMO help completes Uniform Relocation Act and makes payment of any initial lease funds to landowners.

Mr. Aaron

If this above guideline is correct, them the following question I would like to ask concerning the Proposed Yap Airport:

1. *An I correct in assuming we are now at Point 4: A survey map has been completed on the exterior boundary of the new airport. Will we now have to determine all owners within the area site, and complete a severence map before proceeding further toward certification?*
2. *At what point does the land appraisal enter into the outline. This appraisal is a requirement, is it not? The area has taro, mangrove, garden area, treeland and grass and water areas, as well as the present airport complex and family dwellings. Therefore, it is a much more complex appraisal then that undertaken by the Yap Hospital. Would a professional firm, such as Don Cowell & Associates who did Yap Water & Sewer appraisal, be required? Their completed appraisal filled three large book volumes.*
3. *Has this CIP project other necessary factors not outline in the flow chart of Manual of Administration Sec. 485.1? I am thinking particulary of the need for approval of the site and plans by Federal Aviation Authority Officials. If this is a necessity it could cause a change in shape and size of the area site.*

Your advise and/or recommendations to the above matter would be greatly appreciated.

Harold O. Temme

Enclosure a/s

cc: District Planner, Yap
District Attorney, Yap

RECEIVED
SEP. 7 1976

A

COMPREHENSIVE FLOW CHART — EXHIBIT I

LAND CERTIFICATION FLOW DIAGRAM FOR LAND NEEDS FOR PROJECTS UTILIZING PUBLIC FUNDS

PLANS PHASES

1. A 20-year Master Plan is prepared through a coordinated effort of the District Administrator, District Planning Office and all using agencies.

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2. The proposed project is included in a 5-year capital improvement program.

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3. A Form No. 985 (Application for Lands for Capital Improvement Project) is initiated by the District Planning Officer with input from the District Land Management Officer, the District Attorney and the using agency. Each office has the following responsibilities

   (a) Planning Officer - determines whether proposed site is consistent with Master Plan or consistent with sound planning procedures if no plan exists.

   (b) District Land Management Officer - determines survey costs, land acquisition costs, existing land use; prepares preliminary title abstract; under direction of the District Attorney negotiates for and effects execution of an entry permit and acquisition option agreement in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, if applicable.

   (c) District Attorney - provides technical supervision and legal assistance to District Land Management Officer; prepares all necessary documents; determines applicability of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; prepares preliminary title opinion.

   (d) District Public Works Officer - determines topographic survey and sub-surface exploration costs.

   (e) Using Agency - approves site as to agency requirements.

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4. Completed Form No. 985 is reviewed by the District Administrator and, if approved, he will assure that appropriate funds will be provided.

CHART

ACQUISITION AND CERTIFICATION PROCEDURE

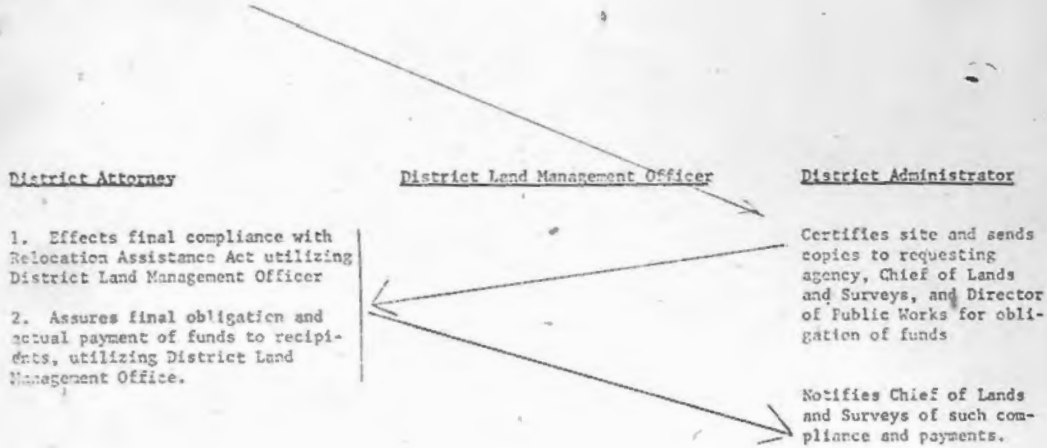
Private Land Site(s)

8/16/73

485.1

District Attorney	District Land Management Officer	District Administrator
Has acquisition option exercised.		Transmits Form 985 request to District Attorney after determination that funds are available and notifies Headquarters Director of Public Works to proceed with topographic mapping, sub-surface investigation and A & E Contract
Reviews Form 985	Prepares Survey Plat	
1. Prepares final acquisition documents 2. Effects further Uniform Relocation Act compliance utilizing District Land Management Officer	Effects landowner execution of final acquisition documents	
Reviews documents		Executes final acquisition documents
1. Files final documents with Clerk of Courts and District Registrar 2. Send copies to landowner	Prepares final title abstract	
Reviews all documents, prepares final title opinion, and recommends certification		

Page


District Attorney
District Land Management Officer
District Administrator
1. Effects final compliance with Relocation Assistance Act utilizing District Land Management Officer
2. Assures final obligation and actual payment of funds to recipients, utilizing District Land Management Office.
Certifies site and sends copies to requesting agency, Chief of Lands and Surveys, and Director of Public Works for obligation of funds
Notifies Chief of Lands and Surveys of such compliance and payments.

8/16/73

465.1