



**FILE
START**

Computer # _____

TRUST TERRITORY OF THE PACIFIC ISLANDS--ARCHIVES SURVEY FORM

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

R & D

Subgroup of the above: _____

LAN

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

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

LAV. 1-2.4

Brief description:

POLICY REGARDING LANDS FILE (YAD) Riparian Rights

Geographic area dealt with in materials:

TTPI at large:

Individual districts:

Individual governments:

Individual islands:

Other:

Span of years covered by materials: 1957-1977

Format of information:

Correspondence:

Reports:

Clippings:

Other: maps

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: R & D

File cabinet number: 77813 Subgroup: LAN

Drawer number: 2

File folder number: 178.81.5

Estimated quantity of materials: 1 folder

Recorded by: *BJ*

Date: 10/7/81

Disposition of originals:

Microfilm roll No.: 3

Frame #:

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. 1-2-4

Brief description:

POLICY REGARDING LANDS FILL (YAP) Riparian Rights

Geographic area dealt with in materials:

TTPI at large:

Individual districts:

Individual governments:

Individual islands:

Other:

Span of years covered by materials: 1957-1977

Format of information:

Correspondence:

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Yap Planning Commission

Act. Land Management Officer, Yap

Land Fill, Silbester-----ESA Hotel

Sept 29, 1977
Serial: LMT 01109
File Y-0607

Attached for your consideration is the proposed application for Marine fill of Silbester N. Alfonso.

Please note that his application appears to encroach or come quite close with the eastern portion of the proposed Palauan Evangelical Church land-fill. This organization originally filed for a landfill in 1974 but had difficulties with the necessary permission from the water rights owner. I have talked with church officials and have been told that these difficulties have been resolved and that owner signatures, as requested on the marine land fill application, will be forthcoming.

Mr. Silbester, who himself is one of the officials of the Palauan Evangelical Church, has stated in his application that no structure would be erected on the land fill, but would be used only as a parking space. As long as the Palauan Evangelical Church marine fill is a probability I think it is important that the Yap Planning Commission stress to Mr. Silbester that no building is erected or an extension in that direction from his hotel be granted in assurance that no conflict develop between the church's land fill, which was the original application.

Harold O. Tamm

cc: Chief, Lands and Surveys



178.81.5

RECEIVED
03 1977

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owner.
but had
ce close
-ch land-

Sept 29, 1977
Serial: IHR 01109
File Y-0607

MEMORANDUM FORM 17-570C

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : Harold Temme
Acting Land Management Officer, Yap

FROM : Special Assistant to Distad, Yap

SUBJECT: Attachment

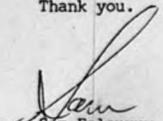
DATE: 8/4/77

The subject request is acceptable and approved by this office contingent upon your office's findings and pertinent actions.

Please conduct all necessary works in order to ensure fulfillment of this request.

Let us know of further developments and if further assistances are needed by your office, please call on me or Hilary.

Thank you.


Sam Falanruw

June 25, 1976

Hon. Edmund Gilmar
District Administrator
Yap, District

Dear Sir:

I now realize the hazards which both pedestrians and motorists may encounter because of the narrow parking lot of my hotel place adjacent to the main road in Taneyboch village, Rull Municipality.

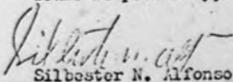
I, therefore, would like to solicit your official authorization for the filling up with soil a certain lot; starting from the western end of the hotel location going westward up to fourteen feet following the shoreline, extending toward the center of the lagoon and ending evenly with the hotel site. The said parcel of land will be used as an additional parking space for the hotel.

Please accept my blessings for a successful future in office, and grant me the mercy of your honor, for which I shall be most appreciative.

Thank you.

Your

Yours respectfully,


Silbester N. Alfonso

C H A M O R E

EVANGELICAL
CHURCH
PROPERTY LINE
(proposed machine fill)

SEALING

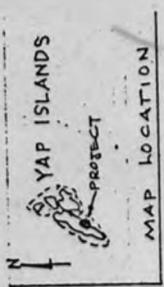
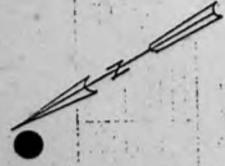
ADDN

EXT. LINE

175

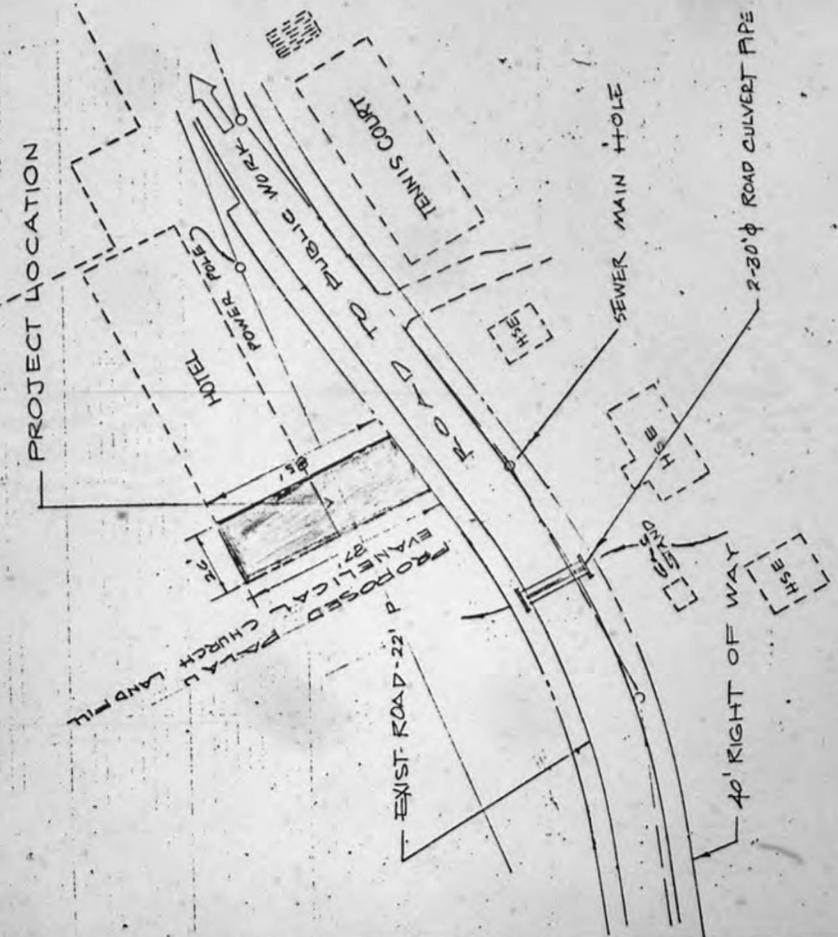
485

175
485

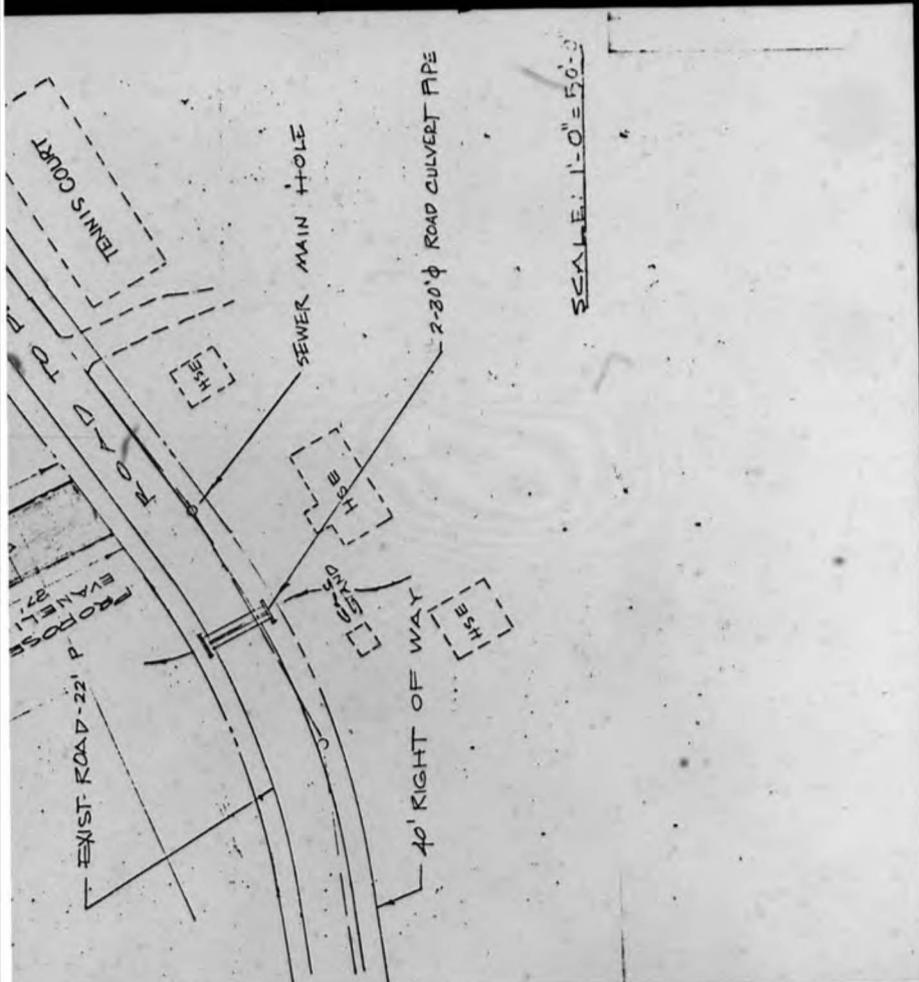


NOTE:

1 REFERENCE:
SEE YAP ROAD PROJECT MAP.
SHEET NO. C-24.



SCALE: 1" = 50'-0"



Yap Planning Commission

Sept 28, 1977
 Serial: LMY 01108
 File Y-0620

Act. Land Management Officer, Yap

Land Fill, Yanruw

Enclosed is the application for Marine Fill from Yanruw Dominic. His fill land is OK in that there is no conflict with other fill land. However, I cannot confirm yes or no that he is the landowner of the ground next to his fill (as his application so states). This is because Yap's Land Commission did not determine ownership of parcels beyond the back line of the Causeway Store (see attached map). By the same token, during the course of this office's investigation of the fill site we encountered nothing to the effect that he is not the landowner.

I submit his application for your study and further processing as outlined in the application.

Harold O. Temme

cc: Chief, Band and Surveys



178-N-5

Yap Planning Commission

Act. Land Management Officer, Yap

Land Fill, Yanruw

Sept 28, 1977
Serial: LMY 01108
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Harold O. Tams

cc: Chief, Land and Surveys



178. 81.5

District Administrator, Yap

District Land Management Officer, Yap

Basil Lined G's Land Fill

Dec 8, 1975
Serial: LMY 0916

In reference to his letter of November 5, 1975, your request to Land Management and our memorandum of November 24 to Hilary Tachaliol, the Yap Land Planning Commission hearing scheduled for this week was cancelled due to lack of a quorum and will be rescheduled.

It is suggested that the District Administrator schedule a conference with Land Management, District Planner and District Attorney to review this and other land fill applications pending. As outlined in letters dated December 4, 1975 from District Planning Office to the District Administrator.

Please advise accordingly.


Carl Dahey



178. 81.5

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

TO : Chief, Lands and Surveys

DATE: Aug. 19, 1975

FROM : Attorney General

SUBJECT: Status of Marine Lands filled by Government
adjacent to Private UplandsRef: Serial: LS 15162
File: 178.81.0
And
Serial: LS 14658
File: 178.81.0

This will acknowledge the memorandum of January 24, 1975 and the follow-up memorandum of May 7, 1975 from your office concerning the above subject. The memorandum sought answers to six questions. We will treat them consecutively.

1. May the government acquire this right through purchase? We believe it could and that it could also acquire it by eminent domain procedures. 67 TTC (2) (1) (c) clearly confers this right on the upland owner. The decision in 5 TTR 628 goes clearly with this section, and holds against the government thus protecting the right of the upland owner. Any such owner, however, could release, waive, sell such a right, or it could be taken by eminent domain procedures with adequate and proper compensation to the upland owner.
2. May the upland owner seek injunctive relief against the government? We feel that the upland owner could seek and obtain injunctive relief against the government. This is the conclusion that must be drawn from the decision in 5 TTR 628.
3. May the government fill the marine lands without the specific authorization of the upland owner? Query. The decision clearly establishes a "very real and substantial right" in the land owner to fill in, erect, construct, and maintain piers, buildings or other construction, and the opinion of the court is clear in that this right cannot be taken from the land owner at the will of the government. The opinion does not, however, go so far as to say that the land owner has exclusive right to fill. It does

S/S/75
(wcd)

District Administrator, Yap

Dec 8, 1975
Serial: LMY 0916

District Land Management Officer, Yap

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Please advise accordingly.

Carl Dahey



TERRITORY OF THE PACIFIC ISLANDS

Office of the High Commissioner, Saipan

2.

: Chief, Lands and Surveys

DATE: Aug. 19, 1975

: Attorney General

T: Status of Marine Lands filled by Government
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8/25/75
(wcd)

not specifically preclude the government from filing if the land owner fails to exercise this right himself. We would believe, however, from the opinion of the court that if the land owner had built structures on the land that the government would be precluded from interfering with the use and enjoyment thereof.

4. Is this right an appurtenance to leased land? We, of course, have no judicial opinion directly in point on this question, but it would seem reasonable to infer from the law and the decision cited above that the government owns the filled land, but that the upland owner has a right to build on this land for his own use. If he builds a pier, boat dock, or other such structure it would seem that these would be the property of the upland owner even though situated on government land and therefore subject to be leasehold appurtenances should the upland owner lease his land.
5. What has happened to the upland owners right under 67 TTC (2) (1) (c)? We are of the opinion that it has not changed. We believe he has the right to fill or build on the marine land pursuant to statute and that this is a property right of the upland owner that is conferred upon him by statute. We do not feel that this gives the upland owner any fee simple interest in the land, since we feel that title remains in the government, but merely a right to fill, a right to build, a right to use, that runs with the ownership of the adjacent land.
6. May the upland owner seek compensation from the government for the loss of this right? We believe that he could if the right were taken from him by the government. (see answer to question number 1.)

Secretarial order 2969 provides that public lands may revert to the district but requires that the Districts create by acts of the district legislature, entities to receive title to such land. To date only the Mariana District has created such an entity and we are informed that other districts are in the process. No district has as yet enacted any laws regulating the use of such land. Until the district legislature creates the entity to receive the land and enacts laws regulating the rights and uses, and until the Trust Territory actually conveys the land in question, the above position

not specifically preclude the government from filing if the land owner fails to exercise this right himself. We would believe, however, from the opinion of the court that if the land owner had built structures on the land that the government would be precluded from interfering with the use and enjoyment thereof.

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will apply. After the conveyance of the land to the districts and the enactment of laws regulating the rights and uses of the land the position stated herein could materially change.

We hope these answers will be of help to you. If we can assist further in the matter please let us know.

Richard I. Miyamoto
Richard I. Miyamoto

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These answers will be of help to you. If we can assist you in the matter please let us know.

Michael H. Allen
Michael H. Miyamoto

TRUST TERRITORY OF THE PACIFIC ISLANDS

Chief, LIS
Office of the District Administrator, Yap

TO : District Administrator, Yap

DATE: February 4, 1975
Serial: LMY 0814

FROM : District Land Management Officer, Yap

SUBJECT: Certificate of Compliance Issued in Accordance with Agreement for Marine Land Fill, Libenzell Mission of Yap

Included herewith for your review and signature are 3 copies of a "Certificate of Compliance Issued in Accordance with Agreement for Marine Land Fill," Liebenzell Mission of Yap.

This certificate culminates nearly ten years of efforts on the part of the Mission to obtain title to the filled land on which they have built the Youth Center complex.

Efforts have been made during the past year to arrange a similar permit for Ikosia Eceles and Silbester Alfonso who are similarly using former Marine Lands filled by themselves.

In the case of Eccles considerable work remains to be done and as the land is presently being used in a fashion contrary to the suggested "Protective Covenants" it would seem unlikely that such a permit could be arranged for sometime.

In the instance of Silbester Alfonso a draft certificate has been discussed with Silbester and his Attorney, MLSC. A quit claim deed from abutting property owner Paul Tareg has been unobtainable due to the intervention of the Mayor of Rull, Fernando Falewaath. Mr. Falewaath feels that Section 2(1)(c) of Title 67 of the Trust Territory Code is superceded by certain Yappese customs and (on unknown statutory grounds) has prevented Tareg from quitclaiming his interest to Silbester. For himself Tareg was willing to execute a quitclaim to Silbester. Ironically Silbester signed as permittee for the Liebenzell Mission as vice president in the absence of the president of the Mission.

Please return the signed certificate to this office for filing with the Clerk of Courts and distribution.

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



178. 81.5

Chief, L.S.

TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

District Administrator, Yap

DATE: February 4, 1975
Serial: LMY 0814

District Land Management Officer, Yap

Certificate of Compliance Issued in Accordance with Agreement for Marine Land Fill, Libenzell Mission of Yap

Enclosed herewith for your review and signature are 3 copies of a "Certificate of Compliance Issued in Accordance with Agreement for Marine Land Fill, Libenzell Mission of Yap."

This certificate culminates nearly ten years of efforts on the part of the Libenzell Mission to obtain title to the filled land on which they have built the Center complex.

Efforts have been made during the past year to arrange a similar permit for the Libenzell Mission. Eccles and Silbester Alfonso who are similarly using former Marine Land filled by themselves.

In the case of Eccles considerable work remains to be done and as the land is currently being used in a fashion contrary to the suggested "Protective Measures" it would seem unlikely that such a permit could be arranged for the Libenzell Mission.

In the instance of Silbester Alfonso a draft certificate has been discussed with Silbester and his Attorney, MLSC. A quit claim deed from abutting upland owner Paul Tareg has been unobtainable due to the intervention of the Attorney of Rull, Fernando Falewaath. Mr. Falewaath feels that Section 67 of Title 67 of the Trust Territory Code is superceded by certain provisions of the customs and (on unknown statutory grounds) has prevented Tareg from asserting his interest to Silbester. For himself Tareg was willing to execute a quitclaim to Silbester. Ironically Silbester signed as vice president for the Libenzell Mission as vice president in the absence of the President of the Mission.

Please return the signed certificate to this office for filing with the District Courts and distribution.

Hand H. Allen

H. Allen
District Land Management Officer, Yap



81.5

Attorney General

Jan. 24, 1975
Serial:LS14658
File:178.81.0

Chief, Lands and Surveys

Status of Marine Lands filled by Government adjacent to Private Uplands

The right of the Government to fill in marine lands adjacent to privately owned uplands and to retain ownership of the newly created filled lands appears to be well established under United States statutory and case law.

The question arises as to whether the Trust Territory Government in filling such lands is dispossessing the upland owner of his rights under 67 TTC 2(1)(c). 67 TTC 2(1)(c) extends to the upland owner the right to fill in marine lands owned by the Government upon application and the granting of permission by a District Administrator. If the Government itself fills the adjacent marine area, is the upland owner being deprived of this right conferred on him under law? The Chief Justice, in Ponape District Civil Action No. 415 (5 TTR 628), appears to say that the Government would be so doing. This opinion appears to differ from United States Law (see 3 TTR 27).

From an administrative point of view, United States law appears to be much more practical. However, if our reading of 5 TTR 628 must be followed, may the Government acquire this right through purchase? If the Government proceeds without acquiring this right, may the upland owner seek injunctive relief against the Government? If the Government controls the uplands and its appurtenances through a lease, may the Government fill the marine lands without specific authorization of the upland owner, i.e., is this right an appurtenance to the leased land? What is the status of the filled land after termination of the lease? We believe that the Government would own the filled lands, but what has happened to the upland owners right under 67 TTC 2(1)(c). The right appears no longer to exist. May the upland owner seek compensation from the Government for the loss of this right?

The above questions clearly point out the administrative difficulties which arise if our reading of 5 TTR 628 is correct.

The District Attorney, Marshalls, in his "Title Opinion" (copy attached) concerning a parcel of land filled by the Government at Majuro, appears to say that the upland owners rights are in a state of suspension until the Government removes its improvements and presumably fill material from the marine lands.

Attorney General

Jan. 24, 1975
Serial:LS14658
File:178.81.0

Chief, Lands and Surveys

Status of Marine Lands filled by Government adjacent
to Private Uplands

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may the Government fill the marine lands without specific authorization
from the upland owner, i.e., is this right an appurtenance to the leased
land? What is the status of the filled land after termination of the
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but what has happened to the upland owner's right under 67 TTC 2(1)(c).
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compensation from the Government for the loss of this right?

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to say that the upland owner's rights are in a state of suspension
until the Government removes its improvements and presumably fill
material from the marine lands.

2.

While this may answer the question as to the status of the upland
owner's rights, 5 TTR 628 would seem to provide an avenue for
compensation for suspension of this right. Determination of just
compensation, however, would be most difficult.

Your opinion on the above is then solicited.

Kozo Yamada

Enclosure: s/s

2.

While this may answer the question as to the status of the upland owners rights, 5 TR 628 would seem to provide an avenue for compensation for suspension of this right. Determination of just compensation, however, would be most difficult.

Your opinion on the above is then solicited.

Kozo Yamada

Enclosure: a/s

District Administrator, Yap District
For : District Land Management Officer

Chief, Lands and Surveys

Certificate of Compliance to Alfonso Silbester issued under Section 2(1)(c) of Title 67 of the Trust Territory Code for Land Fill, Yap Island

Enclosed herewith are the original and two (2) copies of a "Certificate of Compliance" to be issued to Alfonso Silbester upon your review and approval. The content of the document is similar in nature to the standard Certificate sent to you in July of this year, but has been modified to fit the particular circumstances and history of the land fill. It is believed during your recent trip to Saipan that you worked with the Chief, Real Property Management in finalizing the survey plat. It was recently typed in final form upon the completion of the survey plat.

Also, enclosed is a draft of a Quitclaim document prepared at your request. This quitclaim is required to formalize the transfer of the adjacent land fill rights as set forth in the Trust Territory Code. We are of exactly who will be signing the quitclaim. We note that Tract No. 50683 has been filled next to both Tarag's land and Tract No. 50683 owned by the Protestant Mission. Presumably, both Tarag and the Mission will execute quitclaims to Silbester. We suggest a nominal consideration of ten dollars (\$10.00). This figure may be changed if the parties desire.

Upon execution of the enclosed documents, please transmit copies to our office for our files.

With regards to the Certificate of Compliance for the Protestant land fill, please transmit pertinent background information and copies of official letters granting permission to make the fill; and, we prepare the necessary documents.

Kozo Yamada

Enclosure: a/s

cc: District Land Management Officer, Yap District

DPFACHT:vc

DATE: 11, 1973

FILE NO: 178-21.3

NO	
AG	
ED	
FI	
HS	
PA	
PERS	
ECON	
LAND	2
COMM	
NO	50683
ED	
HS	
PA	
PERS	
PW	
RD	
TC	

SIGNATURE

HC

DHC

NO

AG

ED

HS

PA

PERS

PW

RD

TC

1 which is attached hereto and made a part hereof by reference as
2 Exhibit A, is recognized to be vested in the Permittee, his heirs,
3 successors, and assigns, forever, together with all improvements
4 constructed or erected on said filled lands as of the date of this
5 Certificate and as the Permittee may hereafter construct or erect,
6 subject, however, to the Protective Covenants for Filled Marine Lands,
7 Yap Island, Yap District, which Protective Covenants are attached
8 hereto and made a part hereof by reference as Exhibit B.

9 ARTICLE 2. SUBSURFACE RIGHTS REMAINING WITH GOVERNMENT

10 Notwithstanding the provisions of Article 1 of this Certificate,
11 all ownership rights to the former marine lands now located beneath
12 the Construction remain vested in the Government of the Trust Territory
13 of the Pacific Islands, its successors and assigns, forever. While
14 Permittee is authorized to divest himself of ownership rights in or to
15 the Construction, such divestment is subject to the Government's
16 subsurface ownership rights.

17 ARTICLE 3. ABUTTING LANDS

18 As part of the consideration for the granting of the aforesaid
19 letters of authorization and this Certificate, the Permittee
20 has represented and does represent to the Government that he is the
21 owner of or under Yapese custom has controlling interests in the lands
22 which abut the Premises. Should at a future date, ownership of such
23 abutting lands be judged by a court of competent jurisdiction to be
24 vested in a person or persons other than the Permittee hereunder,
25 then, the provisions of this Certificate shall become null and void
26 and of no legal effect.

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

30 By: _____
31 Leonard Q. Aguiqui
32 District Administrator
33 Yap District

1 Accepted by Permittee:

2

3 _____
4 Alfonso Silbestre

5 Date: _____

6 *****

7 RECORDING OF CERTIFICATE

8 Filed and Recorded, this _____ day of _____, 19_____.

9 at _____ A.M./P.M. in Book _____, Page _____.

10

11 By: _____
12 Clerk of Courts
13 Yap District

14

15

16

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PROTECTIVE COVENANTS
FOR FILLED MARINE LANDS
YAP ISLAND, YAP DISTRICT

1. PURPOSE. These Protective Covenants are necessary in order to maintain the harmonious appearance of this development, guard against environmental damage to the surrounding marine lands, and protect against inappropriate land use.
2. AREA OF APPLICATION. These covenants shall apply to marine lands which have been filled in and developed under Section 2 (1)(c) of Title 67 of the Trust Territory Code; and more specifically Tract Number 50681, as shown on Division of Lands and Surveys Drawing Number 5005/73, approved on the 20th day of November, 1973, hereinafter referred as the "Premises".
3. FUTURE USE. The Premises shall be used solely for commercial purposes for a period of ten (10) years from the date of the Certificate of Compliance of which these covenants are a part, provided that any change in use after the said ten (10) years shall be in accordance with then applicable zoning requirements.
4. CONSTRUCTION CONTROL. No further buildings, structures or facilities other than those authorized by letters dated September 29, 1965 and February 13, 1969 from the then District Administrators, Yap District, and as further set forth in the Certificate of Compliance of which these Protective Covenants are a part, shall be erected, placed or altered on the Premises until the construction plans and specifications and a plan showing the location of the proposed structure(s) have been approved by the District Administrator, Yap District, as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to the finished grade elevation of the filled marine lands, and as to compliance with all applicable Territory, District and Municipal laws.
5. BUILDING LOCATION.
 - (a) Except for existing structures or unless otherwise authorized by the District Administrator, Yap District, no building shall be located on the Premises nearer than fifteen (15) feet to the front lot line and ten (10) feet to the rear or side lot lines.

EXHIBIT B

- (b) For the purposes of this covenant, three (3) feet of the eaves shall not be considered as part of the building; however, steps, open porches and any other part of the building shall be considered.
6. FURTHER SUBDIVISION OF LOTS. The Premises shall not be subdivided to create additional lots or to reduce the area, width or depth of the Premises.
 7. EASEMENTS. Easements necessary for the installation and maintenance of utilities to serve the buildings constructed on the Premises are reserved.
 8. NUISANCES. No noxious or offensive activity shall be carried on upon the Premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 9. TEMPORARY STRUCTURES. No structure of a temporary character, tent, shack, garage, or other outbuilding shall be used on the Premises at any time as a residence either temporary or permanently.
 10. SIGNS. No signs of an offensive nature shall be erected on the Premises at any time.
 11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Premises, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
 12. GARBAGE AND REFUSE DISPOSAL. The Premises shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
 13. WATER SUPPLY AND SEWERAGE DISPOSAL. No individual water supply system or sewerage disposal system shall be permitted on the Premises unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendation of the District Director of Public Health, Yap District, as approved by the District Administrator, Yap District. Within sixty (60) days of such being made available, the

requirements, standards and recommendation of the District Director of Public Health, Yap District, as approved by the District Administrator, Yap District. Within sixty (60) days of such being made available, the

facilities constructed on the Premises shall be connected to a public water system and to a public sewerage system.

14. SIGHT DISTANCE ALONG ADJACENT ROADWAY. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the adjacent roadway shall be placed or permitted to remain on the Premises.
15. TERM OF COVENANTS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date of the Certificate of Compliance of which these covenants are a part, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument by the District Administrator, Yap District, or his successor, has been executed agreeing to change said covenants in whole or in part.
16. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
17. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provision which shall remain in full force and effect.
18. REPURCHASE OPTION. Should the Permittee, his heirs and assigns, within ten (10) years from the date of the Certificate of Compliance of which these covenants are a part, decide to sell, assign, bargain, convey, lease or otherwise transfer or dispose of any interest in the Permittee's Construction for other than security purposes, the Government of the Trust Territory of the Pacific Islands, or its successor, within a reasonable period of time of such determination, shall have the option to purchase the Construction for the then fair market value of the Construction.

QUITCLAIM OF RIGHTS
HELD UNDER
SECTION 2(1)(c) OF TITLE 67
OF THE
TRUST TERRITORY CODE

THIS QUITCLAIM, made this _____ day of _____, 19____,
between _____, of _____ Village, Yap Island,
Yap District, hereinafter called the Owner, and Alfonso Silbester, of
_____ Village, Yap Island, Yap District, hereinafter called the
Purchaser.

WITNESSETH, that the Owner, in consideration of the sum of _____
dollars (\$ _____) to him in hand paid by the Purchaser the receipt
whereof is hereby acknowledged, does by these presents remise, release and
quitclaim unto the Purchaser, his heirs and assigns, forever, all rights
held under Section 2(1)(c) of Title 67 of the Trust Territory Code as such
apply to that certain parcel located in Worowo Village, Rull, Yap Island,
Yap District, Trust Territory of the Pacific Islands, and known as Tract
Number 50681, containing an area of 876 square meters, more or less, as
shown on Division of Lands and Surveys Drawing Number 5005/73, a copy of
which is attached hereto and made a part hereof by reference as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first
above written.

Signed and delivered in the presence of:

(1) _____

(2) _____

Filed and recorded in Book _____, Page _____, this _____ day of
_____, 19____, at _____ A.M./P.M.

Clerk of Courts
Yap District

DRAFT FOR REVIEW PURPOSES ONLY

DRAFT

Clerk of Courts
Yap District

5005/73

TRACT No 508B1, 508B2, 508B3 and 508B4

SURVEY

DIVISION OF LANDS AND SURVEYS

TRUST TERRITORY OF THE PACIFIC ISLANDS

GENERAL NOTES

1. THIS TRACT IS THE RESULT OF A SURVEY MADE BY THE DIVISION OF LANDS AND SURVEYS, TRUST TERRITORY OF THE PACIFIC ISLANDS, ON THE 15th DAY OF APRIL, 1953.

2. THE AREA OF THIS TRACT IS 1,000 SQUARE METERS.

3. THE BOUNDARIES OF THIS TRACT ARE AS SHOWN ON THE ATTACHED SURVEY MAP.

4. THE SURVEY MAP IS FILED IN THE OFFICE OF THE CLERK OF COURTS, YAP DISTRICT, UNDER FILE NO. 5005/73.

5. THIS TRACT IS BEING OFFERED FOR SALE BY THE TRUST TERRITORY OF THE PACIFIC ISLANDS.

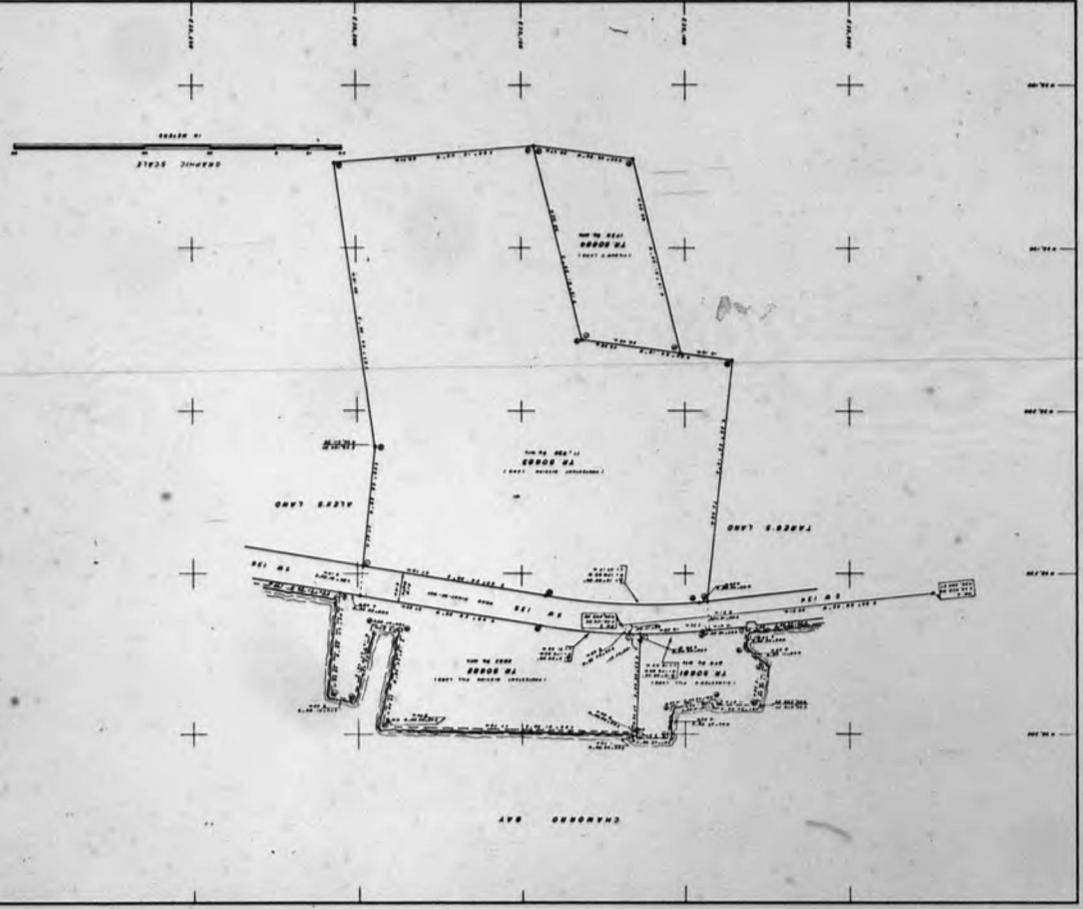
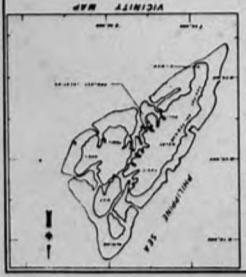


EXHIBIT A

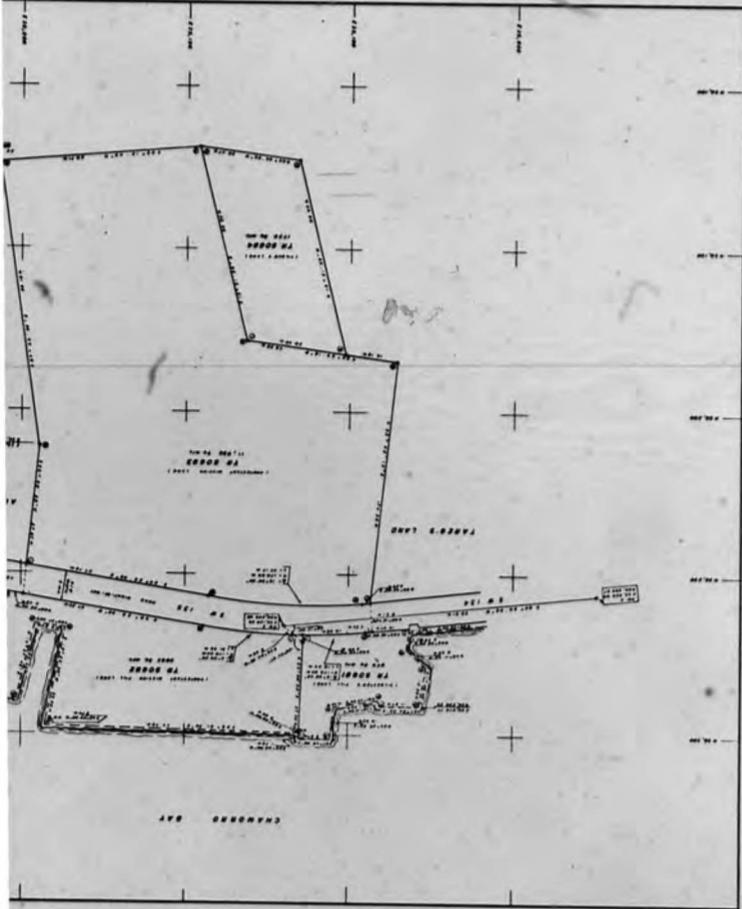


EXHIBIT A

District Administrator, Yap District
 For : District Land Management Officer
 Chief, Lands and Surveys

Dec. 11, 1973
 Serial: 813129
 File: 170.81.5

Certificate of Compliance to Alfonso Silbester issued under Section 2(1)(a) of Title 67 of the Trust Territory Code for Land Fill, Yap Island

Enclosed herewith are the original and two (2) copies of a "Certificate of Compliance" to be issued to Alfonso Silbester upon your review and approval. The content of the document is similar in nature to the standard Certificate sent to you in July of this year, but has been modified to fit the particular circumstances and history of the subject land fill. It is believed during your recent trip to Saipan that you worked with the Chief, Real Property Management in finalizing the content. It was recently typed in final form upon the completion of the property survey plat.

Also, enclosed is a draft of a Quitclaim document prepared at your request. This quitclaim is required to formalize the transfer of the adjacent owners land fill rights as set forth in the Trust Territory Code. We are unsure of exactly who will be signing the quitclaim. We note that Trust No. 50681 has been filled next to both Tarag's land and Trust No. 50683 owned by the Protestant Mission. Presumably, both Tarag and the Mission will have to execute quitclaims to Silbester. We suggest a nominal consideration of ten dollars (\$10.00). This figure may be changed if the parties so desire.

Upon execution of the enclosed documents, please transmit copies to this office for our files.

With regards to the Certificate of Compliance for the Protestant Mission land fill, please transmit pertinent background information and copies of official letters granting permission to make the fill; and, we will prepare the necessary documents.

Kozo Yamada

Enclosures: 4/s

cc: District Land Management Officer, Yap District

TRUST TERRITORY OF THE PACIFIC ISLANDS
YAP ISLANDS PLANNING COMMISSION

SEPTEMBER 14, 1973

TO: SEE DISTRIBUTION
FROM: YAP DISTRICT PLANNER
SUBJECT: PLANNING COMMISSION MEETING, SEPTEMBER

The meeting of the Yap Islands Planning commission was held on September 12, 1973, at 1:30 p.m., at the Conference Room. Gilintan was the only Commission member absent. Guest was Senator John Mangefel. Hartman and Moon were present.

The minutes of the previous meeting were approved as read.

From the previous meeting the proposed Land Fill Permit, presented last meeting by Mike Allen, was discussed and recommendations for changes made:

Under the Protective Covenants section there should be an article requiring review by the Planning Commission.

Another Protective Covenant should specifically state that all existing land use laws are to be strictly adhered to.

Hartman read the letter to the District Planner from the District Administrator, dated September 7, 1973, in which he explained that he was not inclined to give lease to O'Keefe's for the site size discussed and recommended at the last Commission meeting. Further the letter said that the Congress of Micronesia projects for a freeze facility and farmers' market were to be located at the site of the land fill. Hartman said that he would work with Wally Kluver and the Distad and attempt to develop an overall plan for site development including all three buildings.

Hartman read the memo from the Distad concerning Legislative Proposals for the Congress of Micronesia. Sen. Mangefel gave background information on how the Yap Delegation handles such proposals and establishes its priorities. It was noted that outstanding projects now include, for Yap District, Outer Islands copra warehouses, the Euripk dispensary, the Yap farmers' market and freeze facility. He said that the Congress is recommending a sum of \$150,000 be appropriated in Fiscal Year 1975, for the Architecture and Engineering design of a new harbor. There is presently a request for money for building of a community center building. After discussion the Commission decided to defer recommendations on such proposals it might have until a later meeting.



178.81.5

District Administrator, Yap District
For : District Land Management Officer

Dec. 11, 1973
Serial:1813129
File:178.81.5

Chief, Lands and Surveys

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under Section 2(1)(c) of Title 67 of the Trust Territory
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Kono Yamada

Enclosures: 2/3

cc: District Land Management Officer, Yap District

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ISLANDS PLANNING COMMISSION

SEPTEMBER 14, 1973

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178.81.5

It was announced that the Parsons master planning team was coming to Yap for the 50% review of the Airport Master Plan from September 22 through the 24th. Commission members requested that they meet with the group during their visit.

A letter was read that said that Yap was to get 10 of the 38 dispensaries to be built under the Outer Island Dispensary Program, Hill-Burton funded. It was noted that this was a very high proportion of the total dispensaries being built and that Yap District certainly did a fine job in certifying the sites and planning the program.

A report on the hospital said that the public hearing was held, as previously decided and after public notice was given, on August 29, at Pe'meerur in Keng. There were about 22 persons in attendance, including Moon, Gilmoon, and Hartman. It was noted that there was only one Magistrate who attended the hearing, P. Falauath. The hearing thus concluded the site selection preliminary work, and now the Land Management personnel are acquiring the property.

The census base maps were shown and favorably commented upon.

The meeting adjourned at 3:45 p.m.

David Hartman

Distribution: Members
President, Yap District Legislature
Chairman, Yap Islands Council
District Administrator
Yap District Congressional Delegation
Chief of Planning, HQ
Sen. Mangefel
District Land Management Officer ✓

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District Administrator
Yap District Congressional Delegation
Chief of Planning, HQ
Sen. Mangefel
District Land Management Officer ✓

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : District Planning Officer

DATE: August 8, 1973

Serial: LMY0634

FROM : District Land Management Officer

SUBJECT: Proposed Standard Form, Land Fill Permits

I would appreciate if you would bring the attached Land Fill Permit forms to the attention of the District Planning Commission at their next regular meeting.

The attached forms, (1) Agreement for Marine Land Fill, (2) Certificate of Compliance, and (3) Protective Covenants have been developed by the Chief, Lands and Surveys for use in the Yap district for any future land fill requests. Section 2 of Title 67 of The TT Code specifies that permission of the District Administrator must be obtained by persons desiring to fill Marine areas before they begin such activity. The purpose of these proposed documents is to effect compliance of this section of the code in all future instances. This office is working with several cases of land fill projects which were begun without proper documentation in an effort to properly document all such work.

The comments of the Planning Commission with regards to the local suitability of the documents, particularly the Protective Covenants, would be most appreciated. At the present time the documents are only in draft form and can be revised if such appears reasonable or necessary.

I will be available to attend the next meeting and discuss this matter with the Planning Commission.

Michael H. Allen

Michael H. Allen

cc: Chief, Lands & Surveys ✓

Enclosure: 6 sets proposed Land Fill Documents



178.81.5

TRUST TERRITORY OF THE PACIFIC ISLANDS

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Michael H. Allen

Michael H. Allen

cc: Chief, Lands & Surveys ✓

Enclosure: 6 sets proposed Land Fill Documents



178.81.5

August 23, 1973

Mr. Leonard G. Aguigui
District Administrator
Yap District

Dear Mr. Aguigui:

I am planning to put an over water extension of my One Day Restaurant. In this connection, I would like to ask your permission on this matter. Furthermore, the size of the extension is 44 feet by 11 feet.

Hoping for your benevolent consideration.

Thank you very much.

Sincerely yours,

Fernando R. Falcunath
Fernando R. Falcunath
Manager

/s/

cc: DLMO
Dist. Planning Officer
Chairman, Yap Planning Commission
Chief, Lands and Surveys ✓



178.81.5

August 23, 1973

Mr. Leonard Q. Aguigui
District Administrator
Yap District

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/s/

81.5
cc: DLMO
Dist. Planning Officer
Chairman, Yap Planning Commission
Chief, Lands and Surveys



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

In reply refer to:

Land Management
Serial: LMY0639

August 16, 1973

Mr. Joe Tamag
Fanoway Store
Yap

Dear Mr. Tamag,

I am advised by the District Land Management Officer that you are
at this time constructing an over water addition to your store.

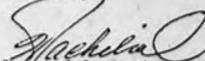
For your information Title 67, Chapter 1, Section 2 (c) of the Trust
Territory Code reads as follows:

"The owner of land abutting the ocean or lagoon shall have the
right to fill in, erect, construct and maintain piers, buildings,
or other construction on or over the water or reef abutting his
land and shall have the ownership and control of such construction,
PROVIDED, that said owner first obtains written permission of the
District Administrator before beginning such construction."

In as much as this office has not granted permission for any overwater
construction in the vicinity of your store you are requested to cease
any construction over the water or any filling in of the
marine area adjacent to the store until a properly documented fill
permit is obtained.

The fill permit may be arranged through the District Land Management
Office and if approved by the District Planning Commission and myself,
will constitute the required written permission of this office.

Sincerely,


Leonard Q. Aguigui

cc: DLMO
Dist. Planning Officer
Chairman, Yap Planning Commission
Chief, Lands & Surveys

178.81.5



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

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Land Management
Serial: LMY0639

August 16, 1973

Joe Tamag
noway Store
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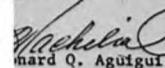
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I will constitute the required written permission of this office.

Sincerely,


Edward Q. Agüigui

DLMO
Dist. Planning Officer
Chairman, Yap Planning Commission
Chief, Lands & Surveys

178.81.5



TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : District Planning Officer

DATE: August 23, 1973
Serial: LMY0641

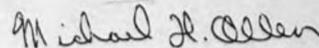
FROM : District Land Management Officer

SUBJECT: Request for fill permit, Fernando Faleuaath

This office is in receipt of a request for a fill permit from Mr. Fernando Faleuaath, manager and owner of the One Day restaurant. We expect that Mr. Faleuaath will be contacting us personally to arrange the details of the permit in the near future.

One important aspect of the permit is the requirement that the permittee meet all applicable laws and regulations relating to the proposed construction. In a very preliminary review of Mr. Faleuaath's application it seems unlikely that he is going to be able to meet the requirements of Yap District Law no. 3-18 regarding requirements for off-street parking.

I would like to request that before we enter into the negotiations of the fill permit that you counsel Mr. Faleuaath with regards to this particular matter.



Michael H. Allen

cc: Chairman, Yap Planning Commission
Chief, Lands & Surveys

178.81.5



TRUST TERRITORY OF THE PACIFIC ISLANDS

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District Planning Officer

DATE: August 23, 1973
Serial: LMY0641

District Land Management Officer

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We would like to request that before we enter into the negotiations of the fill permit that you counsel Mr. Faleuaath with regards to this particular matter.

Paul H. Allen

H. Allen

Chairman, Yap Planning Commission
Chief, Lands & Surveys

178.81.5



TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator

Yap District

In reply refer to:

Land Management
Serial: LMY0638

August 16, 1973

Mr. Fernando Faleuaath
Yap Wholesalers
Yap

Dear Mr. Faleuaath,

I am advised by the District Land Management Officer that you are apparently beginning an over water addition to your One Day restaurant.

For your information Title 67, Chapter 1, Section 2 (c) of the Trust Territory Code reads as follows:

"The owner of land abutting the ocean or lagoon shall have the right to fill in, erect, construct and maintain piers, buildings, or other construction on or over the water or reef abutting his land and shall have the ownership and control of such construction; PROVIDED, that said owner first obtains written permission of the District Administrator before beginning such construction."

In as much as this office has not granted permission for any over water construction in the vicinity of the One Day restaurant you are requested to cease any construction over the water or any filling in of the marine area adjacent to the restaurant until a properly documented fill permit is obtained.

The fill permit may be arranged through the District Land Management Office and if approved by the District Planning Commission and myself, will constitute the required written permission of this office.

Sincerely,

Richard Q. Aguigui
for Leonard Q. Aguigui

cc: DLMO
Dist. Planning Officer
Chairman, Yap Planning Commission
Chief, Lands & Surveys

178.81.5





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

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Leonard Q. Aguigui
for Leonard Q. Aguigui

cc: DLMO
Dist. Planning Officer
Chairman, Yap Planning Commission
Chief, Lands & Surveys

178.81.5



District Administrator,
District Land Management

Chief, Lands and Surveys

Fill of Marine Area
of Title 67 of the Trust

Enclosed as per your request are
for the granting of permission to
develop marine lands located here
owned by the Trust Territory Govern-
(1) Agreement for Marine Land Fill
and (2) Protective Covenants.

This package is designed only for
and, it is assumed that the plans
to submit plans and specifications
These plans should be reviewed by
and a decision reached as to the
Upon reaching such a decision, the
into between the District Administrator
marine lands should not be surveyed
a definitive check should be done
the Plans and attached as an
the plans and specifications and
future use of the premises should

Upon execution of the Agreement,
only with the filling of the water
The posted for such filling should
amount of fill to be placed plus
possible delays. Upon completion
the boundary markers, to be supplied
surveying and mapping of the fills

Concurrent with the surveying and
proceed with construction of the
in the plans and specifications.
the agreement for completion again
on the type of improvements, plus
for possible delays.

1 which is attached hereto and made a part hereof by reference as
2 Exhibit A, is recognized to be vested in the Permittee, his heirs,
3 successors, and assigns, forever, together with all improvements
4 constructed or erected on said filled lands as of the date of this
5 Certificate and as the Permittee may hereafter construct or erect;
6 Subject, however, to the Protective Covenants for Filled Marine Lands,
7 Yap Island, Yap District, which Protective Covenants are attached
8 hereto and made a part hereof by reference as Exhibit B.

9 ARTICLE 2. SUBSURFACE RIGHTS REMAINING WITH GOVERNMENT

10 Notwithstanding the provisions of Article 1 of this Certificate,
11 all ownership rights to the former marine lands now located beneath
12 the Construction remain vested in the Government of the Trust Territory
13 of the Pacific Islands, its successors and assigns, forever. While
14 Permittee is authorized to divest himself of ownership rights in or to
15 the Construction, such divestment is subject to the Government's
16 subsurface ownership rights.

17 ARTICLE 3. ABUTTING LANDS

18 As part of the consideration for the granting of the aforesaid
19 Agreement for Marine Land Fill and this Certificate, the Permittee
20 has represented and does represent to the Government that he is the
21 owner of or under Yapese custom has controlling interests in the lands
22 which abut the Premises. Should at a future date, ownership of such
23 abutting lands be judged by a court of competent jurisdiction to be
24 vested in a person or persons other than the Permittee hereunder,
25 then, the provisions of this Certificate shall become null and void
26 and of no legal effect.

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

29
30 By: _____
31 Leonard Q. Aguigui
32 District Administrator
33 Yap District

Accepted by Permittee

Date: _____

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

RECORDING OF CERTIFICATE

By: _____, 19____
Clerk of Courts
1st District

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PROTECTIVE COVENANTS
FOR FILLED MARINE LANDS
YAP ISLAND, YAP DISTRICT

1. PURPOSE. These Protective Covenants are necessary in order to maintain the harmonious appearance of this development, guard against environmental damage to the surrounding marine lands, and protect against inappropriate land use.
2. AREA OF APPLICATION. These covenants shall apply to marine lands which have been filled in and developed under Section 2 (1) (c) of Title 67 of the Trust Territory Code; and more specifically Lot Number _____, as shown on Division of Lands and Surveys Drawing Number _____, approved on the _____ day of _____, 19 _____, hereinafter referred as the "Premises".
3. FUTURE USE. The Premises shall be used solely for _____ purposes for a period of ten (10) years from the date of the Certificate of Compliance of which these covenants are a part, provided that any change in use after the said ten (10) years shall be in accordance with then applicable zoning requirements.
4. CONSTRUCTION CONTROL. No further buildings, structures or facilities other than those authorized in the Agreement for Lagoon Fill dated the _____ day of _____, 19 _____, under which this Certificate of Compliance and these Protective Covenants are issued, shall be erected, placed or altered on the Premises until the construction plans and specifications and a plan showing the location of the proposed structure(s) have been approved by the District Administrator, Yap District, as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to the finished grade elevation of the filled marine lands, and as to compliance with all applicable Territory, District and Municipal laws.
5. BUILDING LOCATION.
 - (a) No building shall be located on the Premises nearer than fifteen (15) feet to the front lot line and ten (10) feet to the rear or side lot lines.

(b) For the purposes of this covenant, three (3) feet of the eaves shall not be considered as part of the building; however, steps, open porches and any other part of the building shall be considered.

6. FURTHER SUBDIVISION OF LOTS. The Premises shall not be subdivided to create additional lots or to reduce the area, width or depth of the Premises.
7. EASEMENTS. Easements necessary for the installation and maintenance of utilities to serve the buildings constructed on the Premises are reserved.
8. NUISANCES. No noxious or offensive activity shall be carried on upon the Premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. TEMPORARY STRUCTURES. No structure of a temporary character, tent, shack, garage, or other outbuilding shall be used on the Premises at any time as a residence either temporary or permanently.
10. SIGNS. No signs of an offensive nature shall be erected on the Premises at any time.
11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Premises, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
12. GARBAGE AND REFUSE DISPOSAL. The Premises shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. WATER SUPPLY AND SEWERAGE DISPOSAL. No individual water supply system or sewerage disposal system shall be permitted on the Premises unless such system is located, constructed and equipped in accordance with the

requirements, standards and recommendations of the District Director of Public Health, Yap District, as approved by the District Administrator, Yap District. Within sixty (60) days of such being made available, the facilities constructed on the Premises shall be connected to a public water system and to a public sewerage system.

14. SIGHT DISTANCE ALONG ADJACENT ROADWAY. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the adjacent roadway shall be placed or permitted to remain on the Premises.
15. TERM OF COVENANTS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years for the date of the Certificate of Compliance of which these covenants are a part, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument by the District Administrator, Yap District, or his successor, has been executed agreeing to change said covenants in whole or in part.
16. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
17. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provision which shall remain in full force and effect.
18. REPURCHASE OPTION. Should the Permittee, his heirs and assigns, within ten (10) years from the date of the Certificate of Compliance of which these covenants are a part, decide to sell, assign, bargain, convey, lease or otherwise transfer or dispose of any interest in the Permittee's Construction for other than security purposes, the Government of the Trust Territory of the Pacific Islands, or its successor, within a reasonable period of time of such determination, shall have the option to purchase the Construction for the then fair market value of the Construction.

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



AGREEMENT FOR MARINE LAND FILL
YAP ISLAND, YAP DISTRICT
MADE PURSUANT TO SECTION 2(1)(c) OF TITLE 67
OF THE TRUST TERRITORY CODE

1 THIS AGREEMENT, made and entered into this _____ day of
2 _____, 19____, by and between the Government of the Trust
3 Territory of the Pacific Islands, represented by Leonard Q. Aquiqui,
4 District Administrator, Yap District, hereinafter referred to as the
5 "Government", and _____, a resident of
6 _____ Village, Yap Island, Yap District, and a citizen of
7 the Trust Territory of the Pacific Islands, hereinafter referred as the
8 "Permittee".

9 WITNESSETH, THAT

10 WHEREAS, the Permittee is the owner of certain private lands
11 abutting a marine area located below the high water mark, which is
12 owned by the Government and is hereinafter described; and

13 WHEREAS, the Permittee has made application to the Government to
14 fill in said marine area and thereafter to erect buildings thereon,
15 such fill and buildings hereinafter referred to as the "Construction";
16 and

17 WHEREAS, the Government has reviewed such application and
18 development plans for the proposed construction and has determined that
19 there will be no adverse affect from the making of such fill; and

20 WHEREAS, the Permittee and Government have met and have agreed
21 that the Construction may proceed under the terms and conditions as
22 are set forth herein.

23 NOW, THEREFORE, FOR AND IN A CONSIDERATION of the agreements and
24 covenants hereinafter set forth and the benefits to be derived
25 therefrom, the parties do mutually agree as follows:

1 ARTICLE 1. LAND ABUTTING OWNED BY PERMITTEE

2 Pursuant to Section 2(1)(c) of Title 67 of the Trust Territory
3 Code, the Permittee hereby warrants that he is the owner of or under
4 Yapese custom has controlling interests in the land abutting the
5 marine lands which are to be filled under this Agreement.

6 ARTICLE 2. LOCATION OF PREMISES

7 The marine area which is the subject of this Agreement and
8 on which Permittee's Construction is to be placed, is located in
9 _____ Village, Yap Island, Yap District and is designated as Lot
10 Number _____, as shown on the attached sketch, which is
11 incorporated herein and made a part hereof by reference as Exhibit A,
12 hereinafter known as the "Premises".

13 ARTICLE 3. TERM FOR PLACEMENT OF FILL

14 Permittee agrees that within thirty (30) days of the date of this
15 agreement that he shall have commenced the filling in of the Premises
16 and that he shall diligently pursue completion of such filling in;
17 provided however, that placement of all fill material must be
18 completed within _____ () months of the date of
19 this agreement.

20 ARTICLE 4. FILL MATERIAL

21 The Permittee's filling of the Premises shall be governed by the
22 following conditions:

- 23 a) Only rock, sand, coral, earth or other inert material shall
24 be used as fill material and junk, trash, tin cans, garbage, tree
25 stumps and other rubbish shall not be used.
- 26 b) The fill shall be made to a height not less than two (2) feet
27 above the high water mark.
- 28 c) The edge of the fill shall be so maintained in a suitable
29 fashion to prevent erosion by action of the waters of the lagoon or
30 ocean.

31 ARTICLE 5. PLACEMENT OF BOUNDARY MARKERS

32 Upon completion of the filling in of the Premises by the
33 Permittee, in accordance with Exhibit A hereto, the Permittee shall

32 Upon completion of the filling in of the Premises by the
33 Permittee, in accordance with Exhibit A hereto, the Permittee shall

2 of 5

1 jointly place concrete boundary markers on all corners of the Premises.
2 For purposes of this Article, the Government's representative shall
3 be the District Land Management Officer, Yap District. Placement of
4 said markers shall constitute recognition by the Permittee and the
5 Government that all filling in of the Premises has been completed.
6 Upon placement of said monuments, the District Land Management
7 Officer shall cause a survey of the monumented lands to be conducted
8 and the results thereof mapped in accordance with standard Division
9 of Lands and Surveys procedures.

10 ARTICLE 6. CONSTRUCTION OF BUILDINGS

11 Upon placement of boundary markers on the corners of the
12 Premises as provided for under Article 5 hereof, the Permittee shall
13 commence erection of the buildings and or other facilities as
14 described in Permittee's application and development plans, such plans
15 being attached hereto and made a part hereof by reference as Exhibit
16 B. Such erection shall be commenced within thirty (30) days of
17 placement of said boundary markers and shall be diligently pursued
18 and completed within _____ (_____) months of placement
19 of such markers. Permittee agrees that no other buildings,
20 structures, or facilities except those described in Exhibit B hereto
21 shall be constructed, placed or erected on the Premises.

22 ARTICLE 7. COMPLETION

23 Filling in of the Premises and erection of the improvements
24 authorized shall be completed within the periods set forth above,
25 otherwise all rights granted herein shall terminate and shall be
26 null and void and of no legal effect unless the Government shall have
27 extended such periods in writing before the periods shall have expired.

28 ARTICLE 8. CERTIFICATE OF COMPLIANCE: PROTECTIVE COVENANTS

29 Upon fulfilling all of the terms and conditions set forth
30 substantially in the form attached hereto as
31 above, the Permittee shall be issued a certificate of compliance by Exhibit C,
32 the District Administrator, Yap District, acknowledging that he is
33 the owner of the "Construction". Such certificate of compliance
shall contain and Permittee's future use of the Premises and

3 of 5

1 Construction shall be subject to the Protective Covenants as are
2 attached hereto and made a part hereof by reference as Exhibit C.

3 **ARTICLE 9. FUTURE GOVERNMENT CONTROL OF THE PREMISES**

4 With the Permittee fulfilling, on a continuing basis, all of the
5 terms and conditions of this Agreement, then the Government agrees not
6 to interfere with the Permittee's peaceful use and occupation of the
7 Construction. Ownership of the former marine lands beneath the proposed
8 Construction, however, is still recognized by the Permittee to be
9 vested in the Government. If in the future, the Government determines
10 that the ~~Premises~~ Construction, or any part thereof, is required for public
11 purposes, it shall be taken or condemned under the laws of Eminent
12 Domain, if a suitable agreement cannot be negotiated. All compensation
13 to the Permittee awarded by reason of such taking of the Construction,
14 or any part thereof, shall be determined by the Trial Division of the
15 High Court, in accordance with Permittee's interests in the Premises.

16 **ARTICLE 10. INSPECTION**

17 The District Administrator, or his representative designated in
18 writing, shall have access at all reasonable times to the Premises for
19 the purpose of inspecting the same to determine whether the Permittee
20 is adhering to the terms and conditions of this Agreement.

21 **ARTICLE 11. AGREEMENT COMPLETE**

22 It is hereby expressly agreed that this Agreement contains all of
23 the terms, covenants, conditions and agreements between the parties
24 hereto relating in any manner to the Premises, and that no prior
25 agreement or understanding pertaining to the same shall be valid or of
26 any force or effect, and that the terms, covenants, conditions and
27 provisions of this Agreement cannot be altered, changed, modified or
28 added to except in writing signed by the parties hereto.

29 **ARTICLE 12. AGREEMENT BINDING**

30 This Agreement and the covenants, conditions and restrictions
31 hereof shall extend to and be binding upon the heirs or successors,
32 and assigns of the parties hereto and to any other person claiming
33 to hold or to exercise any interest by, under, or through any of the

parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands
the year and day first above written.

PERMITEE

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

By:

Leonard Q. Aguigui
District Administrator
Yap District

ACKNOWLEDGMENT

TRUST TERRITORY OF THE PACIFIC ISLANDS)ss
YAP ISLAND, YAP DISTRICT)

On this _____ day of _____, 19____, before me
the Clerk of Courts, Yap District, personally appeared before me the
above named Permittee and acknowledged that he understood the
provisions provisions herein set forth and acknowledged that he
executed the same as his free act and deed.

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

By:

Clerk of Courts
Yap District

RECORDING OF AGREEMENT

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

By:

Clerk of Courts
Yap District

15 On this _____ day of _____, 19 _____, before me
16 the Clerk of Courts, Yap District, personally appeared before me the
17 above named Permittee and acknowledged that he understood the
18 provisions provisions herein set forth and acknowledged that he
19 executed the same as his free act and deed.

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

21
22 By: _____
Clerk of Courts
Yap District

23 *****
24
25 RECORDING OF AGREEMENT

26 Filed and Recorded in Book _____, Page _____, at _____
27 A.M./P.M., this _____ day of _____, 19 _____.

28
29 By: _____
Clerk of Courts
Yap District

For : District Administrator, Top District
District Land Management Officer

Chief, Lands and Surveys

Fill of Marine Areas made pursuant to Section 2
of Title 67 of the Trust Territory Code

July 14, 1973
Serial: 181596
File: 176.81.6

Inclosed as per your request are documents, which may be used for the granting of permission to an individual to fill in and develop marine lands located below the ordinary high water mark owned by the Trust Territory Government. These documents are: (1) Agreement for Marine Land Fill; (2) Certificate of Compliance; and (3) Protective Covenant.

This program is designed only for new proposals for land fills; and, it is assumed that the prospective Permittee will be required to submit plans and specifications for the development to be proposed. These plans should be reviewed by competent district officials and a decision reached as to the desirability of the development. Upon reaching such a decision, the agreement would be entered into between the District Administrator and the Permittee. The marine lands should not be surveyed prior to the agreement but a definitive sketch should be developed showing the location of the premises and attached as an exhibit to the agreement. Also, the plans and specifications and the Protective Covenant's regulating future use of the premises should be attached.

Upon execution of the agreement, the Permittee should proceed only with the filling of the marine area within the time specified. The period for such filling should be determined based on the amount of fill to be placed plus a reasonable period of time for possible delays. Upon completion of the fill and placement of the boundary markers, to be supplied by your office, actual surveying and mapping of the filled lands should proceed.

Concurrent with the surveying and mapping, the Permittee should proceed with construction of the facilities or improvements shown in the plans and specifications. The time period specified in the agreement for completion again should be determined based on the type of improvements, plus a reasonable period allowing for possible delays.

District Administrator, Yap District
For : District Land Management Officer

Chief, Lands and Surveys

July 14, 1973
Serial:LS15596
File:179.81.8

Fill of Marine Areas made pursuant to Section 2
of Title 67 of the Trust Territory Code

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(1) Agreement for Marine Land Fill; (2) Certificate of Compliance; and (3) Protective Covenants.

This package is designed only for new proposals for land fills; and, it is assumed that the prospective Permittee will be required to submit plans and specifications for the development he proposes. These plans should be reviewed by cognizant district officials and a decision reached as to the desirability of the development. Upon reaching such a decision, the Agreement would be entered into between the District Administrator and the Permittee. The marine lands should not be surveyed prior to the agreement but a definitive sketch should be developed showing the location of the Premises and attached as an exhibit to the agreement. Also, the plans and specifications and the Protective Covenants regulating future use of the Premises should be attached.

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Concurrent with the surveying and mapping, the Permittee should proceed with construction of the facilities or improvements shown in the plans and specifications. The time period specified in the agreement for completion again should be determined based on the type of improvements, plus a reasonable period allowing for possible delays.

2.

Upon completion of the construction of the authorized improvements, the District Administrator should issue a Certificate of Compliance similar to the attached. This Certificate should have as attachments the survey map and Protective Covenants as previously developed in the Agreement.

The enclosed Protective Covenants are intended as an example only. You should determine what controls are desirable in light of the type, location and extent of the planned development. It is essential, however, that the covenants be developed and attached to the Agreement and that they remain unchanged when made a part of the Certificate. Additional conditions, not part of the original Agreement must not be added. The Permittee takes the Agreement with the understanding that the covenants attached control his future use of the land. Such cannot be changed or added to unilaterally by the Government.

You may wish to translate these documents into the Yapeese language and if so the usual double column format should be used.

If you have any questions regarding the use of the enclosed forms please let us know. Additionally, we would appreciate receiving copies of any agreements entered into or certificates of compliance issued for our records.

With regard to instances where permission has in the past been granted by a District Administrator to fill and develop marine areas, these should be handled on a case by case basis. We understand that there are three such instances, i.e., (1) the Protestant Mission, (2) Alfonso Sylvester and (3) Iheia Ecolas. We are nearing completion of an appropriate Certificate of Compliance in the name of Alfonso Sylvester and this may be placed in final form upon completion and approval of the survey plat, which in accordance with your message 060419Z JUL 73 we are expecting shortly.

For the remaining cases, please provide copies of all pertinent past correspondence. We are aware of Drawing No. 5015/08 for the Ecolas property; but, we do not know of a survey of the Protestant Mission lands.

Your comments on any of the above will be appreciated.

Norm Yamada

Enclosures: 4/5

cc:
District Land Management Officer, Yap District

LAW OFFICES OF
MICRONESIAN LEGAL SERVICES CORPORATION
ATTORNEYS AND MICRONESIAN COUNSELORS

CABLE ADDRESS: MICROLEX

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EXECUTIVE DIRECTOR
EDWARD C KING
DEPUTY DIRECTOR
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DEPUTY DIRECTOR
FOR ADMINISTRATION
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BELHAIN SAKUMA
NAHOY G SELIFIS
ALBERT R SNYDER
MICHAEL LINDER
TONY VILLANUEVA
HANS WILANDER
SAMUEL WITHERS, III

CENTRAL OFFICE
POST OFFICE BOX 828
SAIPAN, MARIANA ISLANDS 96960
TELEPHONE 6228

PALAU OFFICE
POST OFFICE BOX 57
KOROR, PALAU
WESTERN CAROLINE ISLANDS 96940

MARSHALLS OFFICE
POST OFFICE BOX 378
MAJURO
MARSHALL ISLANDS 96960

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

PONAPE OFFICE
POST OFFICE BOX 128
KOLONIA, PONAPE
EASTERN CAROLINE ISLANDS 96941

MARIANAS OFFICE
POST OFFICE BOX 828
SAIPAN, MARIANA ISLANDS 96960
TELEPHONE 6243

YAP OFFICE
POST OFFICE BOX 105
COLONIA, YAP
WESTERN CAROLINE ISLANDS 96943

REPLY VIA AIR MAIL TO Yap Office

June 28, 1973

Dennis Pacht
Lands and Surveys Division, HQ
Saipan, Mariana Is. 96950

Reference: Y-0113, Sylvester, Alfonso

Dear Dennis:

Enclosed herewith please find copies of documents pertaining to the subject case per your request during your conversation with Al Snyder on June 25, 1973.

Al explained that you and he have reached a tentative understanding that according to 67 TTC §2 (1)c a District Administrator is not authorized to grant qualified permission.

According to the law cited above our client then, became the rightful owner of the fill-in land at the time he obtained permission to fill.

We appreciate your time and effort on this matter which is of considerable importance to our client.

Sincerely yours,

Tony Villanueva
Tony Villanueva
Counselor

gp

Enclosures

cc: Mike Allen w/out enclosure

Upon completion of the construction of the authorized improvements, the District Administrator should issue a Certificate of Compliance similar to the attached. This Certificate should have as attachments the survey map and Protective Covenants as previously developed in the Agreement.

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Your comments on any of the above will be appreciated.

Hiroe Yamada

Enclosures: 4/5

cc: District Land Management Officer, Yap District

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

DRE R MITCHELL
CUTIVE DIRECTOR
D C KING
ADVT DIRECTOR
O L G CABRERA
JTY DIRECTOR
ADMINISTRATION
DOONE
STANT DIRECTOR
T TUDELA
PIRROLLER

DELSON EHMES
ANDREW FIGIRMAD
FELIX FITAL
HEMOS A JACK
IDAMES KANICHTY
JAMES LICKE
ALAN S LIEBERMAN
DANIEL MACMEEKIN
SIONAG MACMEEKIN
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NAHOY G SELIFIS
ALBERT R SNYDER
MICHAEL UNGER
TONY VILLANUEVA
HANS WILANDER
SAMUEL WITHERS, III

AQUINO
J BARRY, III
BURDICK

s Pacht
and Surveys Division, HQ
in, Mariana Is. 96950

June 28, 1973

Reference: Y-0113, Sylvester, Alfonso

Dennis:

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authorized to grant qualified permission.

According to the law cited above our client then, became the
sole and full owner of the fill-in land at the time he obtained per-
mission to fill.

We appreciate your time and effort on this matter which is of
considerable importance to our client.

Sincerely yours,

Tony Villanueva
Tony Villanueva
Counselor

Enclosures

Mike Allen w/out enclosure

CENTRAL OFFICE
POST OFFICE BOX 818
SAIPAN, MARIANA ISLANDS 96950
TELEPHONE 6228

PALAU OFFICE
POST OFFICE BOX 57
KOROR, PALAU
WESTERN CAROLINE ISLANDS 96940

POBNAPE OFFICE
POST OFFICE BOX 129
KOLONIA, POBNAPE
EASTERN CAROLINE ISLANDS 96941

MARSHALLS OFFICE
POST OFFICE BOX 378
MAJURO
MARSHALL ISLANDS 96980

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

REPLY VIA AIR MAIL TO
Yap Office

POBNAPE OFFICE
POST OFFICE BOX 828
SAIPAN, MARIANA ISLANDS 96950
TELEPHONE 6243

YAP OFFICE
POST OFFICE BOX 206
COLONIA, YAP
WESTERN CAROLINE ISLANDS 96943

February 13, 1969

Mr. Alfonso, Silbester
Worowo, Rull Munic.
Yap, W. C. Is.

Bear Mr. Silbester:

This letter is to authorize you to build a store behind your present
house and adjacent to the Protestant Mission. It also authorizes you
to fill, at your own expense, the area under and beside Peter Suger's
house.

This authorization is not assignable and does not give you any ownership
rights in the land. It is also pointed out that it is revokable and
reasonable notice the Government may require you to vacate the premises.

Sincerely,

George A. Hoover
Actg. Dist. Administrator

cc: Dist. Land Management Office, Yap

C
O
P
Y

February 13, 1969

Alfonso, Silbester
Morowo, Rull Munic.
W. C. Is.

Mr. Silbester:

This letter is to authorize you to build a store behind your present house and adjacent to the Protestant Mission. It also authorizes you to fill, at your own expense, the area under and beside Peter Suger's house.

This authorization is not assignable and does not give you any ownership rights in the land. It is also pointed out that it is revokable and upon reasonable notice the Government may require you to vacate the premises.

Sincerely,

George A. Hoover
Actg. Dist. Administrator

Dist. Land Management Office, Yap



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

In reply refer to

September 29, 1965

Mr. Alfonso Silbester
Morowo, Rull Municipality
Yap, W. Caroline Islands

Dear Mr. Silbester:

This letter is with reference to the parcel of land where you are now living and your discussions with Mr. Stanton, Acting District Land Title Officer, and Mr. White, Assistant District Administrator, regarding its status.

As you know the Trust Territory Code provides in general that all marine areas below the ordinary water mark is the property of the Trust Territory Government. The Yap lagoon falls within this category.

The Administration is working on a Community Development Plan for the lagoon area particularly the South side of the lagoon where you reside. This plan is by no means complete and its execution will depend on funds available to the District. A beginning has been made in filling in the lagoon in front of the Protestant Mission and the area where you now reside. When funds become available and if deemed advisable, the fill area where you live may be enlarged to extend to where the Mission fill area now meets the lagoon.

It is the Government's intention to lease this parcel of land to you for a residence only. Whether or not you will be able to operate a business thereon is not known at this time. Although the leasing details have not been worked out, here are some of the things which will be included in the lease: You will be expected to maintain suitable retaining walls on the lagoon side of the filled in land; open benches over the lagoon will be prohibited and septic tanks will be required; only certain kinds of buildings will be allowed to be constructed and plans must be submitted to the Administration for approval prior to construction.

In addition, we plan to enlarge the road from approximately 30 feet to 50 feet and build sidewalks at least on the lagoon side of the road.

We are not ready at this time to execute formal lease agreements with you or the other people living in that area until our plans have become finalized. In the meanwhile, this letter shall constitute your

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator

Yap District

In reply refer to

September 29, 1965

Mr. Alfonso Silbester
Morow, Rul Municipality
Yap, W. Caroline Islands

Dear Mr. Silbester:

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As you know the Trust Territory Code provides in general that all marine areas below the ordinary water mark is the property of the Trust Territory Government. The Yap lagoon falls within this category.

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In addition, we plan to enlarge the road from approximately 30 feet to 50 feet and build sidewalks at least on the lagoon side of the road.

We are not ready at this time to execute formal lease agreements with you or the other people living in that area until our plans have become finalized. In the meanwhile, this letter shall constitute your

authorization for continuing to use the land as you are now. Under no circumstances will you allow another party to use the land, or build houses or other structures on the land. This authorization is not assignable and does not give you any ownership rights in the land. You should also understand that it is revocable and upon reasonable notice the Government may require you to vacate the premises.

If you have any questions on this, please see Mr. White.

Sincerely yours,

Raymond News

Raymond News
District Administrator

authorization for continuing to use the land as you are now. Under no circumstances will you allow another party to use the land, or build houses or other structures on the land. This authorization is not assignable and does not give you any owner's rights in the land. You should also understand that it is reasonable and upon reasonable notice the Government may require you to vacate the premises.

If you have any questions on this, please see Mr. White.

Sincerely yours,

Waymond Head

Waymond Head
District Administrator

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : File

DATE: 6/13/73

FROM : District Land Management Officer

SUBJECT: Land Fill Permit for Bapilun of Keng Village

Fran Defngin brought Bapilun into the office this morning to discuss a possible land fill permit for work presently underway by Bapilun in Keng.

B. noted that the large area across from his own house was filled by him approximately ten years ago and that since he is able to acquire fill from Hanil Development Co. at this time he wishes to extend the fill an additional distance of approximately 40 feet (from my desk to the flame tree). He was told by the Distad to see me about obtaining a fill permit.

I agreed that a survey would be undertaken which would show the original high water line as negotiated as of this date, and that the Government would probably use the easement line as its suggested negotiated OHWL. A permit could then be granted for further fill and when completed the fill would be surveyed and title granted thereto for the construction.

I indicated that I had just ask Dennis Pacht to send me info on fill permits for use elsewhere and that there should not be too much delay in developing a fill permit for him.

I advised Bapilun we would contact him when ready to begin the survey.

M. H. Allen

Michael H. Allen

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

Should Fill Permit conditions regarding use of premises ever end? If so, how could permit be enforced?



LAGOON FILL PERMIT
(Commercial Use Only)

BE IT KNOWN THAT:

I, Leonard Q. Aguigui, District Administrator, Yap District, Trust Territory of the Pacific Islands, pursuant to the authority vested in me by Section 2 (1) (C) of Title 67 of the Trust Territory Code, ~~(upon application therefor and having first determined that Ikosia Eccles is an owner under Japanese custom of certain land abutting the ocean or lagoon in Worowo Village, Yap District)~~ do hereby ^{issue this permit (grant permission)} to ~~Ikosia Eccles~~ Ikosia Eccles, hereinafter called the Permittee; to fill certain ocean or lagoon land owned by the Government of the Trust Territory of the Pacific Islands situated below the ordinary high water mark and more fully described hereafter, pursuant to the terms and conditions set forth in this Permit, to wit:

ARTICLE 2 LOCATION OF PREMISES - LAND-ABUTTING ^{at} ~~ARTICLE 2 LOCATION OF PREMISES - LAND-ABUTTING~~ ^{code}

The lagoon or ocean land which is the subject of this Permit is located in Worowo Village, Rull, Yap District, described as Parcel No. 50662 and shown outlined in red on the attached copy of Division of Lands and Surveys Drawing No. 5015/69, incorporated herein by reference as Exhibit A, hereinafter called the Premises.

ARTICLE 3 TERM.

Filling of the Premises under this Permit shall be completed on or before the _____ day of _____, 19____, or all rights granted herein shall terminate and this Permit shall be null and void and of no legal effect unless the District Administrator shall have extended this Permit in writing before such date.

ARTICLE 4 PLACEMENT OF BOUNDARY MARKERS.

Upon completion of all filling operations authorized under this Permit, the Premises shall place concrete boundary markers on all corners of the Premises.

The placement of such boundary markers shall be witnessed by the District Land Management Officer or his authorized representative. *Placement of said markers shall constitute recognition by the Government that all filling has been completed.*

DRAFT FOR REVIEW PURPOSES ONLY

Do to be 8 = Certificate of Completion

What effect if not only partial completed and building built? Who owns buildings?

Management Officer or his authorized representative. Placement of said markers shall constitute recognition by the Government that all filling has been completed.

DRAFT FOR REVIEW PURPOSES ONLY

Article 8 = Condition of Compliance

ARTICLE 4. PERMITTEE'S USE OF THE PREMISES.

The Permittee's use of the Premises shall be governed by the following conditions:

- a) All developmental plans for the construction of buildings or other permanent facilities on the Premises shall be approved by the Yap District Planning Commission prior to the start of construction;
- b) All buildings and facilities on the Premises shall be limited to commercial use;
- c) All buildings and facilities on the Premises shall be constructed in a good and workmanlike manner and in accordance with all applicable Trust Territory District and Municipal Laws.
- d) All buildings on the Premises shall be set back twenty (20) feet from the road right of way boundary and ten (10) feet from all other property boundaries of the Premises;
- e) All toilet facilities on the Premises shall be connected to either a septic tank or to the district center sewage system; and
- f) Parking space shall be provided for at least twenty (20) automobiles on the Premises.

no build after fill is complete

ARTICLE 5. FILLING.

ARTICLE 5. UNLAWFUL USE in terms

The Permittee's filling of the lagoon land shall be governed by the following conditions:

- a) Only rock, sand, coral and earth shall be used as fill material and junk, trash, tin cans, tree stumps and other rubbish shall not be used.
- b) The fill shall be made to a height not less than ^{one foot} ~~three feet~~ above the ~~ordinary~~ high water mark.
- c) The edge of the fill shall be so maintained ~~with rip-rap or coral~~ ^{in a suitable fashion} to prevent erosion by action of the waters of the lagoon or ocean.

if enforceable not to spend their money to make crabs land get them

ARTICLE 6. CERTIFICATE ^{OF COMPLIANCE} ~~ACKNOWLEDGING OWNERSHIP.~~

Upon fulfilling the terms and conditions set forth in this Permit, the Permittee shall be ^{issued} ~~granted~~ a certificate ^{of compliance} from the District Administrator acknowledging that he is owner of the Premises. Partial-

ARTICLE 7. INSPECTION.

The District Administrator or his designated representative shall have access at all reasonable times to the Premises for the purpose of inspecting the same to determine whether the Permittee is adhering to the terms and conditions of this Permit.

DRAFT FOR REVIEW PURPOSES ONLY

IN WITNESS WHEREOF, I have hereunder set my hand and seal this _____ day of _____, 19__.

Leonard Q. Aguigui
District Administrator
Yap District

Accepted by Permittee

Ikosia Eccles

Date _____

/ Filed and Recorded at _____ A.M./P.M., this _____ day of _____, 19__.

Clerk of Courts

DRAFT FOR REVIEW PURPOSES ONLY

DRAFT FOR REVIEW PURPOSES ONLY

this Permit.

Carlos Etscheit
PONAPE E.C.I. 96941

To Senior Land Commissioner
Ponape District
PONAPE E.C.I. 96241

September 9, 1971

Dear Mr. Castro,

I hereby acknowledge the receipt of your letter of this date,
delivered to our store at 13.30 o'clock .

I beg to inform you that the Etscheit family's properties in
MPOMP, Net District, are bounded by the rivers TAVANU and LUI, the seashore
and the hillside, a superficies of about 500 hectares . The mangrove swamps
alongside the seashore and the rivers are integral parts of the properties,
and if the Japanese government has allowed any filling or improvement to
be made on the seashore side of our land, it does not change the boundaries
of our properties which have always been between the rivers TAVANU and LUI .

As the natural boundaries are undisputable, no others can be
accepted by me and I don't see any reason nor necessity for you to send
a delegation to put up an imaginary boundary line in our part of the
seashore filled by the Japanese .

Yours sincerely,

Carlos Etscheit
Carlos Etscheit

*necessary to make a
survey traverse (not a boundary)
so area will close and an
average can be computed*

*File
Ponape Land Office
Raul Hill
178817*

cc : His Excellency the High Commissioner
District Administrator , Ponape,
Acting District Land Management Officer
District Surveyor
Chief, Lands and Surveys, Solipan .

*Franz has
his hands full
here but I'll have
this handled in OK.
Will call him to
stand firm on the
public lands.
178817*



IN WITNESS WHEREOF, I have hereunder set my hand and seal this _____ day of _____, 19__.

Leonard Q. Aguiñut
District Administrator
Yap District

Accepted by Permittee

Ikosia Eccles

Date _____

Filed and Recorded at _____ A.M./P.M., this _____ day of _____, 19__.

Clerk of Courts _____

Jose Etscheit
Ponape E.C.I. 96941

Senior Land Commissioner
Ponape District
Ponape E.C.I. 96941

September 9, 1971

Mr. Castro,

I hereby acknowledge the receipt of your letter of this date,
delivered to our store at 13.30 o'clock.

I beg to inform you that the Etscheit family's properties in
Ponape, Net District, are bounded by the rivers TAVANU and LUI, the seashore
on the hillside, a superficies of about 500 hectares. The mangrove swamps
alongside the seashore and the rivers are integral parts of the properties.
If the Japanese government has allowed any filling or improvement to
be made on the seashore side of our land, it does not change the boundaries
of our properties which have always been between the rivers TAVANU and LUI.

As the natural boundaries are undisputable, no others can be
accepted by me and I don't see any reason nor necessity for you to send
me a map or elevation to put up an imaginary boundary line in our part of the
shore filled by the Japanese.

Yours sincerely,

Carlos Etscheit

*to make a
boundary
were (not a
close and an
be completed
and*

*File
Ponape Land File
Raid Hill
178-81-7*

His Excellency the High Commissioner
District Administrator, Ponape,
Acting District Land Management Officer
District Surveyor
Chief, Lands and Surveys, Saipan.

*Frankie has
his hands full
here but I'll have
this done by the time
I'll have to hand to
stand firm on this
file lands.*



178-81

TRUST TERRITORY OF THE PACIFIC ISLANDS
PONAPE DISTRICT LAND COMMISSION
PONAPE, E. C. I., 96941

September 9, 1971

Mr. Carlos Etscheit
Net, Ponape
Ponape, E. C. I., 96941

Dear Mr. Etscheit:

During the process of preparing surveys and maps responsive for title
determination purposes, this Office found it necessary that a definite
boundary delineation be made of the filled-in-land located in the
general vicinity of the Metalanis Village area in Kolonia and the
North-astera sector of your property.

Accordingly, a research of the record was made and a Japanese map was
located and of which it indicates the limits of the filled-in-area
and the original shore line along your property.

With what was found on the record, the Survey Office was requested
to establish the boundary limitation as indicated on the Japanese map
and the project has been carried out.

By copy of this letter, the District Land Management Officer or his
representative(s) is asked to be present on the land on Friday, Septem-
ber 10, 1971 at 1:00 P.M. so that the surveyed points may be viewed
by Members of the Net Land Registration Team; key personnel of the
District Land Commission and Land Management Offices, and you.

In view that you are a party of interest, your presence is solicited.

Sincerely,

F. L. G. Castro
Senior Land Commissioner

*File
Ponape 178-81-7
Land File*

cc: District Administrator, Ponape
Acting District Land Management Officer
District Surveyor
Chief, Lands and Surveys, Saipan



178-14-7

TRUST TERRITORY OF THE PACIFIC ISLANDS
POMAPE DISTRICT LAND COMMISSION
POMAPE, E. C. I., 96941

September 9, 1971

Mr. Carlos Etscheit
Net, Ponape
Ponape, E. C. I., 96941

Dear Mr. Etscheit:

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In view that you are a party of interest, your presence is solicited.

Sincerely,

F. L. G. Castro
Senior Land Commissioner

cc: District Administrator, Ponape
Acting District Land Management Officer
District Surveyor
Chief, Lands and Surveys, Saipan ✓



Attorney General

July 27, 1971
Saipan, Saipan

District Administrator, Yap

Review of Form of Lagoon Fill Permit

Attached for your review as to form and content is a proposed "Lagoon Fill Permit" for a private land fill to be made in Colonia, Yap Island, under 67 TUS § 2 (1) (c). Since the person making the land fill is not the owner of all the land abutting the lagoon area to be filled, a "Quitclaim Deed" has been prepared for the transfer of the abutting land owner's rights under 67 TUS § 2 (1) (c). This deed is also attached for your review as to form and content.

By a copy of this memorandum to the Chief, Lands and Surveys, I request that he review the format and content of the attached documents and suggest changes where needed.

We plan to grant several lagoon fill permits during the next few months using the same form of agreements as attached. These permits will be granted according to the "Land Fill Policy for Yap District" described in my October 18, 1970 memorandum to the Chief, Lands and Surveys. Please advise if you desire any changes in that policy before we begin to implement it.

Mr. Etscheit has begun to fill the area under consideration in these documents. Your prompt attention to these documents will be appreciated.

Leonard S. Aguiar

Attachments: c/s

cc: Chief, Lands and Surveys
District Land Management Officer, Yap



IN WITNESS WHEREOF, the parties hereto have set their hands and of the date shown written beside the names below.

Leonard G. Aquilua
District Administrator
Yap District

Date

Witness Name

Date

WITNESSES:

Filed and recorded at _____ A.M./P.M., this _____ day
of _____, 19____.

Clerk of Courts,
Yap District

Page 2 of 2 pages

THE TERRITORY OF THE PACIFIC ISLANDS
YAP DISTRICT

LAGOON FILL PERMIT

DISTRICT ADMINISTRATOR'S APPROVAL TO FILL LAGOON
LAND UNDER TITLE 67, CHAPTER 1, SECTION 2, OF THE
CODE OF THE TRUST TERRITORY

I, Leonard G. Aquilua, District Administrator, Yap District, Trust
Territory of the Pacific Islands, pursuant to the authority granted
to me by Title 67, Chapter 1, Section 2 (1) (c) of the Code of the
Trust Territory of the Pacific Islands, do hereby approve the

WITNESSES:

Accounting & Audit
Branch of Administration
Yap District

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date shown written beside the names below.

DEPARTMENT OF THE PRESIDENT
YAP DISTRICT

SUBJECT: certain rights or interests in
use, and in _____ lands located in Moruo Village, Hall, Yap
or class named _____ which abut upon the lagoon
land described as Parcel No. 50062 shown outlined in red on Division
of Land Management Drawing No. 5025/69, attached hereto and
incorporated by reference as Exhibit A, and in consideration of
_____ dollars (\$ _____) to him in hand paid,
the receipt of which is hereby acknowledged; does hereby release,
revoke, and quitclaim forever to Imsia Nolas of Moruo Village,
Hall, Yap District, all right, title, interest, and claim in or to
said Parcel No. 50062 which he has under Title 67, Chapter 1, Section
2 (1) (a) of the Code of the Trust Territory, or otherwise.

Executed this _____ day of _____, 19 _____.

WITNESSES:

Filed and recorded at _____ A.M./P.M., this _____ day of _____

THE TERRITORY OF THE PACIFIC OCEAN
YAP DISTRICT

_____ by _____
_____ certain rights or interests in
use, and in _____ lands located in Moros Village, Hall, Yap
or elsewhere, named _____ which abut upon the lagoon
land described as Parcel No. 50062 shown outlined in red on Division
of Land Management Drawing No. 5085/69, attached hereto and
incorporated by reference as Exhibit A; and in consideration of
_____ dollars (\$ _____) to him in hand paid,
the receipt of which is hereby acknowledged; does hereby release,
revoke, and quitclaim forever to Imsia Neelas of Moros Village,
Hall, Yap District, all right, title, interest, and claim in or to
said Parcel No. 50062 which he has under Title 67, Chapter 1, Section
2 (1) (a) of the Code of the Trust Territory, or otherwise.

Executed this _____ day of _____, 19____.

WITNESSES:

Filed and recorded at _____ A.M./P.M., this _____ day of _____, 19____.

THE TERRITORY OF THE PACIFIC OCEAN
YAP DISTRICT

_____ by _____
_____ certain rights or interests in
use, and claim to certain lands located in Moros Village, Hall, Yap
District, named _____ which abut upon the lagoon
land described as Parcel No. 50062 shown outlined in red on Division
of Land Management Drawing No. 5085/69, attached hereto and
incorporated by reference as Exhibit A; and in consideration of
_____ dollars (\$ _____) to him in hand paid,
the receipt of which is hereby acknowledged; does hereby release,
revoke, and quitclaim forever to Imsia Neelas of Moros Village,
Hall, Yap District, all right, title, interest, and claim in or to
said Parcel No. 50062 which he has under Title 67, Chapter 1, Section
2 (1) (a) of the Code of the Trust Territory, or otherwise.

Executed this _____ day of _____, 19____.

WITNESSES:

Filed and recorded at _____ A.M./P.M., this _____ day of _____, 19____.

THE TERRITORY OF THE PACIFIC ISLANDS
TAI DISTRICT

QUITCLAIM DEED

_____ by Tapan custom concerning ownership, use, and inheritance of land; has certain rights or interests in or claim to certain lands located in Woreo Village, Hill, Top District, named _____ which abut upon the lagoon land described as Parcel No. 50062 shown outlined in red on Division of Land Management Drawing No. 5025/69, attached hereto and incorporated by reference as Exhibit A; and in consideration of _____ dollars (\$) to him in hand paid, the receipt of which is hereby acknowledged, does hereby release, renounce, and quitclaim forever to Dennis Madan of Woreo Village, Hill, Top District, all right, title, interest, and claim in or to said Parcel No. 50062 which he has under Title 67, Chapter 1, Section 2 (1) (e) of the Code of the Trust Territory, or otherwise.

Executed this _____ day of _____, 19____.

WITNESSES:

Filed and recorded at _____ A.M./P.M., this _____ day of

A.M./P.M., this _____ day of

day of _____, 19____.

_____ by Tapan custom concerning ownership, use, and inheritance of land; has certain rights or interests in or claim to certain lands located in Woreo Village, Hill, Top District, named _____ which abut upon the lagoon land described as Parcel No. 50062 shown outlined in red on Division of Land Management Drawing No. 5025/69, attached hereto and incorporated by reference as Exhibit A; and in consideration of _____ dollars (\$) to him in hand paid, the receipt of which is hereby acknowledged, does hereby release, renounce, and quitclaim forever to Dennis Madan of Woreo Village, Hill, Top District, all right, title, interest, and claim in or to said Parcel No. 50062 which he has under Title 67, Chapter 1, Section 2 (1) (e) of the Code of the Trust Territory, or otherwise.

of Land Management. During the 1965/66, attached hereto and
incorporated by reference as Exhibit B, and in continuation of
Annex (C) to his last plan,
the receipt of which is hereby acknowledged, does hereby release,
release, and quitclaim forever to Dania Beles of Marous Village,
Mali, Yap District, all right, title, interest, and claim in or to
said Parcel No. 5062 which he has under Title 67, Chapter 2, Section
(1) (a) of the Code of the Trust Territory, or otherwise.

Executed this _____ day of _____, 19____

ATTEST:

Witness recorded at _____ A.M./P.M., this _____ day of _____, 19____

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : Chief, Lands and Surveys

DATE: October 12, 1970

FROM : District Administrator, Yap

SUBJECT: Land Fill Policy for Yap District

During the past few years there have been an increasing number of requests for permission from the District Administrator to fill lagoon areas in the Colonia vicinity pursuant to Section 32 (c) of the Trust Territory Code. The following is a list of land fill proposals and an indication of their present status:

- | | |
|------------------------------|------------------------------|
| 1. Protestant Mission fill | completed in 1966 |
| 2. Sylvester Alphonso fill | completed in 1966 |
| 3. YCA Gasoline Station fill | completed in 1969 |
| 4. YCA Theatre area fill | completed in 1969 |
| 5. Yap Shipping Coop. fill | unfinished, begun in 1970 |
| 6. Ikosia Eccles fill | unfinished, begun in 1969 |
| 7. Fernando Faleuath fill | permission requested in 1969 |

In some cases written permission was given by the District Administrator for these fills, in others only oral permission was given. None of the permissions given transferred away the Government's ownership rights to the areas filled.

We continue to receive requests to fill lagoon areas in the Colonia vicinity and feel that now is the time to promulgate a land fill policy for Yap District which would serve as a guide for executing written documents settling the ownership question concerning fills made in the past and planned for the future.

We propose that the land fill policy provide for the following:

1. District Planning Commission Review: Before any fill permit is to be issued by the District Administrator pursuant to Section 32 (c) of the Trust Territory Code, the person requesting permission must have his proposed fill development plan approved by the Yap District Planning Commission. The Planning Commission will approve or reject the proposed fill development plan after considering the following factors:
 - (a) The type of use to be made of the proposed fill area, i.e. commercial or residential;
 - (b) The size and location of any buildings or other facilities to be built on the fill land;



178.31.15 Action: Mr. Dennis 178.17.

TRUST TERRITORY OF THE PACIFIC ISLANDS

Office of the District Administrator, Yap

TO : Chief, Lands and Surveys

DATE: October 12, 1970

FROM : District Administrator, Yap

SUBJECT: Land Fill Policy for Yap District

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We propose that the land fill policy provide for the following:

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 - The type of use to be made of the proposed fill area, i.e. commercial or residential;
 - The size and location of any buildings or other facilities to be built on the fill land;



- The size and location of the proposed fill land;
- A general construction drawing of buildings or facilities to be built;
- The size of parking areas to be provided; and
- A description of sanitation facilities to be provided.

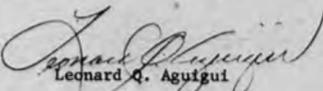
- District Administrator's Approval: Upon approval of the land fill development plan by the Yap District Planning Commission, the District Administrator will grant a fill permit to the person so requesting.
- Fill Permit Restrictions: Fill permits granted by the District Administrator may restrict the person making the fill to develop the land according to an agreed upon plan, to complete the fill within a certain time limit, and to follow certain set-back, construction, parking, and sanitation standards.
- Rights of Abutting Land Owner: Fill permits may be granted to any person so requesting permission. If the land abutting the lagoon area to be filled is privately owned by a person other than the one requesting the fill permit, before the District Administrator will grant a fill permit, the person requesting the permit must first obtain written permission for the abutting land owner approving of the fill. Such written permission must provide either for the abutting owner quitclaiming his interest in the fill land to the person filling, the abutting owner granting a long term lease or use rights to the person filling, or provide for some other ownership-use arrangement between the abutting owner and the person filling.
- Government Grant of Fee Simple Title: If the person making the fill owns the land abutting the lagoon area to be filled, he shall be granted fee simple title to the land fill by the Government upon his satisfactory completion of the fill within the time period allowed and according to the conditions provided in his fill permit. If the land abutting the lagoon area to be filled is privately owned and the person making the fill is other than the owner of the abutting land, fee simple title shall be granted by the Government to the person designated in the agreement between the person making the fill and the abutting land owner as the person agreed upon to hold fee simple title.
- Government Grant of Long Term Lease: If the lagoon area to be filled abuts on public land or a public roadway, upon the satisfactory completion of the fill within the time period allowed,

178.31.15 Action: Mr. Dennis 178.17.5

- (c) The size and location of the proposed fill land;
- (d) A general construction drawing of buildings or facilities to be built;
- (e) The size of parking areas to be provided; and
- (f) A description of sanitation facilities to be provided.
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the Government shall enter into a long term lease agreement with the person making the fill. The Government will retain fee simple title to the fill land. The lease Agreement will provide for a fair rental amount to be paid by the Lessee to the Government based upon land values in the general area of the land fill. Rental payment credit will be given to the Lessee for the total cost in materials and labor expended by the Lessee in making the land fill. Provisions may be included in the lease agreement concerning sanitation facilities, set-back of buildings, parking areas, type of building construction, and provisions regarding other facilities to be built on the land fill be the Lessee.

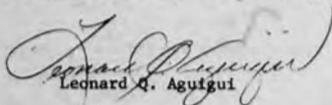
Please comment on the above and make suggested changes. It is our goal to both provide some incentive toward private development of tidal lagoon areas by providing for a rent credit for the cost of the fill and also to protect the Government's interest in controlling the development of these areas so that Colonia develops into an attractive community through proper land use planning.


Leonard Q. Aguigui

cc: Attorney General
Chief, Planning
District Land Mngt Officer, Yap
Seniro Land Commissioner, Yap

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Leonard Q. Aguigui

cc: Attorney General
Chief, Planning
District Land Mngt Officer, Yap
Seniro Land Commissioner, Yap

Chief, Lands and Surveys

October 17, 1970

District Administrator, Yap

Land Fill Policy for Yap District

During the past few years there have been an increasing number of requests for permission from the District Administrator to fill lagoon areas in the Colonia vicinity pursuant to Section 32 (c) of the Trust Territory Code. The following is a list of land fill proposals and an indication of their present status:

1. Protestant Mission fill	completed in 1966
2. Sylvester Alphonso fill	completed in 1966
3. YGA Gasoline Station fill	completed in 1969
4. YGA Theatre area fill	completed in 1969
5. Yap Shipping Coop. fill	unfinished, begun in 1970
6. Ikoria Seales fill	unfinished, begun in 1969
7. Fernando Yalauath fill	permission requested in 1969

In some cases written permission was given by the District Administrator for these fills, in others only oral permission was given. None of the permissions given transferred away the Government's ownership rights to the areas filled.

We continue to receive requests to fill lagoon areas in the Colonia vicinity and feel that now is the time to promulgate a land fill policy for Yap District which would serve as a guide for executing written documents settling the ownership question concerning fills made in the past and planned for the future.

We propose that the land fill policy provide for the following:

1. District Planning Commission Review: Before any fill permit is to be issued by the District Administrator pursuant to Section 32 (c) of the Trust Territory Code, the person requesting permission must have his proposed fill development plan approved by the Yap District Planning Commission. The Planning Commission will approve or reject the proposed fill development plan after considering the following factors:
 - (a) The type of use to be made of the proposed fill area, i.e. commercial or residential;
 - (b) The size and location of any buildings or other facilities to be built on the fill land;

Chief, Lands and Surveys

October 12, 1970

District Administrator, Yap

Land Fill Policy for Yap District

During the past few years there have been an increasing number of requests for permission from the District Administrator to fill lagoon areas in the Colonia vicinity pursuant to Section 32 (c) of the Trust Territory Code. The following is a list of land fill proposals and an indication of their present status:

- | | |
|------------------------------|------------------------------|
| 1. Protestant Mission fill | completed in 1966 |
| 2. Sylvester Alphonse fill | completed in 1966 |
| 3. YGA Gasoline Station fill | completed in 1969 |
| 4. YGA Theatre area fill | completed in 1969 |
| 5. Yap Shipping Coop. fill | unfinished, begun in 1970 |
| 6. Bessie Enales fill | unfinished, begun in 1969 |
| 7. Fernando Talemsath fill | permission requested in 1969 |

In some cases written permission was given by the District Administrator for these fills, in others only oral permission was given. None of the permissions given transferred away the Government's ownership rights to the areas filled.

We continue to receive requests to fill lagoon areas in the Colonia vicinity and feel that now is the time to promulgate a land fill policy for Yap District which would serve as a guide for executing written documents settling the ownership question concerning fills made in the past and planned for the future.

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 - The size and location of any buildings or other facilities to be built on the fill land;

(c) The size and location of the proposed fill land;

(d) A general construction drawing of buildings or facilities to be built;

(e) The size of parking areas to be provided; and

(f) A description of sanitation facilities to be provided.

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Please comment on the above and make suggested changes. It is our goal to both provide some incentive toward private development of tidal lagoon areas by providing for a rent credit for the cost of the fill and also to protect the Government's interest in controlling the development of these areas so that Colonia develops into an attractive community through proper land use planning.

Leonard Q. Aguigui

cc: Attorney General
 Chief, Planning
 District Land Mgt Officer, Yap
 Senior Land Commissioner, Yap

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Leonard Q. Aguigui

Attorney General
Chief, Planning
District Land Mgt Officer, Yap
Sentro Land Commissioner, Yap

Attorney General
(1) AG/PA
(2) JAS
JAS

Chief, Lands and Surveys

October 12, 1970

District Administrator, Yap

Land Fill Policy for Yap District

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|------------------------------|------------------------------|
| 1. Protestant Mission fill | completed in 1966 |
| 2. Sylvester Alphonso fill | completed in 1966 |
| 3. YCA Gasoline Station fill | completed in 1969 |
| 4. YCA Theatre area fill | completed in 1969 |
| 5. Yap Shipping Coop. fill | unfinished, begun in 1970 |
| 6. Ikosia Eccles fill | unfinished, begun in 1969 |
| 7. Fernando Faleuath fill | permission requested in 1969 |

In some cases written permission was given by the District Administrator for these fills, in others only oral permission was given. None of the permissions given transferred away the Government's ownership rights to the areas filled.

We continue to receive requests to fill lagoon areas in the Colonia vicinity and feel that now is the time to promulgate a land fill policy for Yap District which would serve as a guide for executing written documents settling the ownership question concerning fills made in the past and planned for the future.

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 - (a) The type of use to be made of the proposed fill area, i.e. commercial or residential;
 - (b) The size and location of any buildings or other facilities to be built on the fill land;

Attorney General
(1) A61A
(2) 1/15

Chief, Lands and Surveys

October 12, 1970

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Leonard C. Aguigui

cc: Attorney General ✓
Chief, Planning
District Land Mngt Officer, Yap
Seniro Land Commissioner, Yap

TRUST TERRITORY OF THE PACIFIC ISLANDS
TRIAL DIVISION OF THE HIGH COURT

YAP DISTRICT

CIVIL ACTION NO. 23

YANGROW and GILTAMAN,
Plaintiffs,

vs.

MANOGUR and FENAM,
Defendants.

JUDGMENT ORDER

OPINION

This action brings out the extremely complicated nature of the fishing rights under Yapese customary law which have been re-established by Section 32 (b) of the Trust Territory Code on or in waters over reefs where the general depth of the water does not exceed four feet at mean low water, and the sharp distinction between the rights applying to different types of fishing in the same area. It was agreed during the trial that all of the fishing complained about in this action was of the "zum ey" type -- that is, fishing with a relatively large net or nets erected in a given location as one tide begins to fall and maintained there until approximately the following high tide. In this action the plaintiffs claimed the right to control all "big fishing" with nets (that is, such fishing involving the cooperation of six or more people) in Palau Village waters in Maap Municipality, Yap District. They have attempted to prove this control, however, primarily by showing of instances of control over "yaraw" type fishing -- that is, fishing engaged in by a considerable number of people each using two hand nets and operating in cooperation over large areas of shallow water, sometimes including all the shallow waters of a village. The court is satisfied that, under Yapese custom, yaraw type fishing is an essentially different matter from and is covered by different controls from zum ey fishing. So is so-called "small" or individual fishing. This opinion and the decision deal solely with zum ey fishing rights in Palau Village waters and no inference should be drawn from it as to rights to any other kind of fishing or in any other waters.

So far as zum ey fishing is concerned, the court holds that the waters, at least of Palau Village in Maap Municipality, which are suitable for this type of fishing -- all of which come within the terms of Section 32 (b) of the Trust Territory Code -- are divided into plots or areas which are, from the Yapese point of view, "owned" by various family groups, each such area being under the immediate control of the head or acting head -- usually the senior competent male member -- of the group, subject to certain general obligations to permit other members of at least the village to cooperate in the customary manner in this type of fishing. In some instances there is an obligation, arising out of the settlement, or settlements, made at the end of civil wars of long ago, to give a part of the catch from time to time as "wobuu", or tribute, to the senior male member of the group owning a particular piece of land. The group whose senior male member is entitled to receive the wobuu in such case will be different from the group said to "own" the area of shallow water involved. While the general custom with regard to fishing rights in the Yap Islands proper is sometimes said to be uniform, it is obvious from the special nature of their origin that these wobuu rights are bound to vary and may not apply at all in certain instances. It also seems possible that the division of these rights may vary somewhat from village to village because of such special agreements.

At least in Palau Village, unless a chief of the village happens to be a member of a group owning zum ey fishing rights in the particular area of shallow water involved or owning land entitled to wobuu from that area, a village chief has no control over or rights in this type of fishing in any part of his village waters nor does any high chief in Yap have such rights merely by virtue of being a high chief.

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This opinion and decision relate purely to the rights in connection with the waters concerned and no inference is to be drawn therefrom as to control or lack of control of any party over any dry land not owned by the family group of which he is a member.

JUDGMENT

It is ORDERED, ADJUDGED, and DECREED as follows:-

1. As between the parties and all persons claiming under them, the right to conduct and control zum ey fishing in the Baan Mochongod section of Palau Village waters in Maap Municipality, Yap District, is owned by the group of which the defendants Manggur and Fenam are members, subject to the obligation to permit others to cooperate with them in such fishing in the customary manner and subject to the obligation of contributing wobuu to the senior male member of the group owning the land or home known as Wowal in Walcy Village, Maap Municipality.
2. The plaintiff Yangrow has no rights in connection with zum ey fishing in Palau Village waters except in a particular area to the east of the village, in which area none of the fishing complained about in this action took place.
3. All the above rights are subject to the inherent rights of the Trust Territory Government under Section 32 of the Trust Territory Code.
4. The plaintiff Giltaman has no rights in connection with zum ey fishing in any part of Palau Village Waters.
5. Neither of the defendants Manggur and Fenam owes either of the Plaintiffs Yangrow and Giltaman anything because of the fishing complained about in this action.
6. No costs are assessed against any party.

/s/ E. P. Furber
E. P. FURBER
Chief Justice

Entered April 21, 1961

163
TRUST TERRITORY OF THE PACIFIC ISLANDS
OFFICE OF THE PUBLIC DEFENDER
Truk, Caroline Islands

Noted by
To Legal
LDJ-27-
X
December 15, 1958

To: Public Defender Representative, Yap
From: Public Defender Terpacis, Truk
Subj: Executive Order 71 - Reef Rights

I have just returned from the Judicial Conference on Guam. While there I spoke with the High Commissioner, as I promised you I would, concerning the feelings of the Yapese people over Executive Order 71 Section 32 (a) and (b).

Mr. Nucker informed me that said order does not in any way restrict the movement of the people within the reef or their use of it. He further said that it did not restrict the movement or hurt those who had land on the shore. He continued that the purpose of the order was to place ownership in the government so the reef rights could be protected for every one.

I suggest you study the above until you thoroughly understand it and then confer with the Chiefs council to see what their feelings are. I feel that any problems arising at the Chiefs Council meeting should be taken up with, Mr. Halverson, the District Administrator first.

Roscoe L. Edwards

CC. High Commissioner

YAP DISTRICT

- 2 -

CIVIL ACTION NO. 25

This opinion and decision relate purely to the rights in connection with the waters concerned and no inference is to be drawn therefrom as to control or lack of control of any party over any dry land not owned by the family group of which he is a member.

JUDGMENT

It is ORDERED, ADJUDGED, and DECIDED as follows:-

1. As between the parties and all persons claiming under them, the right to conduct and control sun ey fishing in the Baan Kochongod section of Palau Village waters in Maap Municipality, Yap District, is owned by the group of which the defendants Manggur and Fennam are members, subject to the obligation to permit others to cooperate with them in such fishing in the customary manner and subject to the obligation of contributing wolum to the senior male member of the group owning the land or home known as Wosol in Maloy Village, Maap Municipality.
2. The Plaintiff Yangruw has no rights in connection with sun ey fishing in the Palau Village waters except in a particular area to the east of the village, in which area none of the fishing complained about in this action took place.
3. All the above rights are subject to the inherent rights of the Trust Territory Government under Section 32 of the Trust Territory Code.
4. The Plaintiff Giltaman has no rights in connection with sun ey fishing in any part of Palau Village Waters.
5. Neither of the defendants Manggur and Fennam owes either of the Plaintiffs Yangruw and Giltaman anything because of the fishing complained about in this action.
6. No costs are assessed against any party.

16.3

Noted by
To Legal
LJ-27-
X
28-7

TRUST TERRITORY OF THE PACIFIC ISLANDS
OFFICE OF THE PUBLIC DEFENDER
Truk, Caroline Islands

December 15, 1958

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Subj: Executive Order 71 - Reef Rights

I have just returned from the Judicial Conference on Guam. While there I spoke with the High Commissioner, as I promised you I would, concerning the feelings of the Yapese people over Executive Order 71 Section 32 (a) and (b).

Mr. Nuckar informed me that said order does not in any way restrict the movement of the people within the reef or their use of it. He further said that it did not restrict the movement or hurt those who had land on the shore. He continued that the purpose of the order was to place ownership in the government so the reef rights could be protected for every one.

I suggest you study the above until you thoroughly understand it and then confer with the Chiefs council to see what their feelings are. I feel that any problems arising at the Chiefs Council meeting should be taken up with, Mr. Halverson, the District Administrator first.

Roscoe L. Edwards

CC. High Commissioner

16.3

Put in "Reef Rights"
JEP
28-12-7

TRUST TERRITORY OF THE PACIFIC ISLANDS
Chambers of the Chief Justice
Truk, Caroline Islands

Written from Ponape

Ser. 131
November 20, 1957

Mr. J. Gilganaangin
c/o R. Boonpin
Finance Department
Yap, Caroline Islands

Dear Mr. Gilganaangin:

I have your letter of November 15 asking for advice before you take any action to obtain payment for sand which you believe belongs to you and was taken by the Government from a reef. As a Judge who may have to pass on some aspect of such a matter later, I cannot undertake to advise either side in any partisan way, but must limit myself to pointing out things that are reasonably clear under our law and procedure. If you want legal advice beyond that, I suggest you either consult a lawyer or someone who has been listed in the office of one of our Clerks of Courts as a "Trial Assistant".

Under Section 24 of the Trust Territory Code, the law concerning ownership, use, inheritance, and transfer of land in any part of the Trust Territory shall remain as it was on December 1, 1941, except as it has been or may hereafter be changed by express written enactment made under the authority of the Trust Territory of the Pacific Islands. So far as I know, there has been no express written enactment made under the authority of the Trust Territory of the Pacific Islands that would affect the reef in question, although I understand that the High Commissioner is considering the advisability of issuing a proclamation or an executive order concerning certain reef rights and that this was discussed at the recent Inter-District Micronesian Conference. Under the present state of the law, so far as I am now advised, you would have to establish that you, or those through whom you claim ownership, had rights to the sand in the reef in question which were recognized under the law as it was under the Japanese Administration on December 1, 1941, before you could hope to accomplish anything by an action in court.

It is my understanding that the Japanese Administration had given wide notice to the fact that it generally considered all land below the high water mark belonged to the Government, though there are indications that they recognized at least a few specific exceptions to this rule. If your rights to sand in this reef constituted one of these exceptions, the burden would be on you to establish that fact.

Furthermore, if you are planning to bring your action against the Trust Territory Government, you should bear in mind that the Trust Territory Government is not subject to suit without its own consent, and so far as I know it has never consented to a suit such as you suggest.

16.3
Put in "Reef Rights"
JP
209-12-7

TRUST TERRITORY OF THE PACIFIC ISLANDS
Chambers of the Chief Justice
Truk, Caroline Islands

Written from Ponape

Ser. 131
November 20, 1957

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c/o R. Beengin
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Furthermore, if you are planning to bring your action against the Trust Territory Government, you should bear in mind that the Trust Territory Government is not subject to suit without its own consent, and so far as I know it has never consented to a suit such as you suggest.

It is quite possible that the Trust Territory Government may refuse to recognize that any private individual or group owns sand in a reef below the high water mark, or may consider that it is not worth while to consent to be sued about such a matter, but if you wish to know about either of these matters definitely, the High Commissioner, or someone on his behalf, would be the one to give you the information. I think it is probable that if you write him through the District Administrator, Yap, you will receive a reasonably definite answer. If you do write him, I suggest that you give him as much information as you can tending to show that the right to this sand was recognized under the law as it was December 1, 1941.

Yours sincerely,

E. P. FUEBER
Chief Justice

cc: Chief Counsel, Terapacis ✓
Fistad, Yap

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Yours sincerely,

E. P. FURBER
Chief Justice

cc: Chief Counsel, Terpacis ✓
Pistad, Yap

COPY

TRUST TERRITORY OF THE PACIFIC ISLANDS
YAP DISTRICT

November 15, 1957

E. P. Furber
Chief Justice
Trust Territory of the Pacific Islands

Dear Mr. Chief Justice

I have a problem here on Yap which I have discussed with the District Administrator, Yap this week.

The District Administrator advised me that he do not know any thing about it. My problem is that Public Works here on Yap are taking sand from my reef and they are using it for their building housing. I have been asked for payment in return and no answer until this week, then the District Administrator told to Defingin to let me know that he could not do any thing about it, if I want it to bring to the court in civil action it is up to me to decide. Therefore I wrote this letter to you for more advice before I take any action.

Is there any other way that I can get payment in return without taking it to the court action? or such case like this has to go to the court? or Is there any other way that this case be handled without taking it to the court action? or such case like this how I should handle them?

This place is where they take the sand and use for government use is my reef pass to me by my old man.

This is my address:

J. Gilganaangin
Yap Island
c/o R. Beengin
Finance Department Yap

Very truly yours,

/s/ J. Gilganaangin
J. Gilganaangin

COPY

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YAP DISTRICT

November 15, 1957

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Chief Justice
Trust Territory of the Pacific Islands

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Finance Department Yap

Very trly your,

/s/ J. Gilganaangin
J. Gilganaangin



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

MAY 16 1957

Ser: 0780

Memorandum

To: Deputy High Commissioner
Attention: Chief Counsel

From: District Administrator

Subject: Rights to Reef Areas Surrounding Yap Islands Proper

Questions arise from time to time as to our recognition of and respect for Yapese traditional ownership and rights to reef areas surrounding Yap Islands proper. To my knowledge, no other island or district has such a complexity of rights and control authority as still persists on Yap today. The Japanese government administered and used certain reef areas as government-owned, particularly around the Colonia area. Around most of the islands, however, traditional Yapese rights and practises prevailed, though the Japanese government and military used such reef areas or took sand and coral building materials from the reef without reference to Yapese owners.

The question has again arisen in connection with the government's taking of sand from an area of the Tomil reef east of the harbor area. It is my understanding that it has been the practise since Navy administration to take sand from various reef areas without negotiating with Yapese owners - individual, clan, or village. The self-alleged owner of the area where we have been getting sand for the past several years has inquired about government payment for sand obtained. No claim has yet been filed.

Has there as yet been any Territory-wide determination as to riparian rights or is any contemplated in the near future? Or will traditional rights and practises in each island prevail? Yapese rights go further than those usually considered under common law, i.e., such rights extend beyond navigable, deep, lagoon waters and channels and include the barrier reef beyond.

A statement of policy or at least tentative opinions would be helpful.

Robert Halvorsen
Robert Halvorsen

Copy to:
Land Titles Officer



**FILE
END**