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TRUST TERRITORY OF THE PACIFIC ISLANDS--ARCHIVES SURVEY FORM

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

R &

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 2 LAN 1-2
Brief description: TAREG LAND FILL AGREEMENT, Status Land
Fill BETWEEN TT GOVERNMENT & TAREG - YAP

Geographic area dealt with in materials:

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

Span of years covered by materials: 1967-1972

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 Subgroup: LAN
File cabinet number: 97813
Drawer number: 2
File folder number: 178.81.5.1
Estimated quantity of materials: 1 file

Recorded by: *fk*

Date: 10/6/81

Disposition of originals: *same*

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TRUST TERRITORY OF THE PACIFIC ISLANDS--ARCHIVES SURVEY FORM

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Office: R80 Subgroup: LAN

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Drawer number: 2

File folder number: 178.81.5.1

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OPTIONAL FORM NO. 10
5010-108

UNITED STATES GOVERNMENT

Memorandum

TO : Distad

DATE: October 20, 1972

FROM : District Land Management Officer

SUBJECT: Land Fill Agreement, P. Tareg, Rull

For solely for us Al Snyder prefers talking to court action. Otherwise I am sure we might find ourselves in court for breach of contract with regards to the attached agreement. I hear informally that Mr. Tareg is grumbling about this and with due cause.

I suggest P.W. with all possible haste complete the fill required in the agreement so I can meet with Mr. Tareg to place monuments and close out this agreement. Would it not be possible to haul the junks from the D'binau site, smash them with a dozer and bury them in this fill as intended. Seems a bit hypocritical of us to order removal of junk cars from roadways when we ourselves are undoubtedly the biggest litterer of all. A lot of work for P.W. I know, but that's what the agreement was all about in the first place wasn't it.

Mike Allen

Mike



UNITED STATES GOVERNMENT

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TO : Distad

FROM : District Land Management Officer

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Mike Allen *Mike*



Chief Lands and Survey

District Director of Public Works, Inc

November 5, 1971
Serial LM90469

District Administrator, Inc

Thurg Land Fill

As you know the Government by Contract TD-455 agreed to fill an area of 1.5 acres near Dennis's Bay for Mr. Tareg. The agreement provided that all filling would be completed by May 30, 1968.

Mr. Tareg is an important chief and landowner in Hull Municipality and it is important that the Government remain on good terms with him. He has been very patient to overlook the long delay in completing this work. Mr. Tareg owns several parcels of land involved in the water and sewer project and also in one of the corners of land within one of the hospital sites.

I understand that very little work remains to be done, and that Mr. Milner has been shown what work is required. Please schedule your work assignments so that this project can be finished during the next two or three week period.

Leonard G. Agrigal

NOV 18 8 00 AM '71



178.81.5

Chief Lands and Surveys

Minister, Director of Public Works, Yap

November 5, 1971
Serial LM9069

Minister, Administrator, Yap

Thru Land FILL

You know the Government by Contract 12-490 agreed to fill an area
located near Suman's Bar for Mr. Tareg. The agreement provided
that all filling would be completed by May 30, 1968.

Mr. Tareg is an important chief and landowner in Ball Municipality
and it is important that the Government remain on good terms with
him. He has been very patient to overlook the long delay in completing
his work. Mr. Tareg owns several parcels of land involved in the
bar and sewer project and also in one of the corners of land
which one of the hospital sites.

It is requested that very little work remain to be done, and that
Minister has been shown what work is required. Please schedule
or work assignments so that this project can be finished during
a week two or three week period.

Edward G. Agrigal

NOV 10 8 00 AM '71



178.81.5

NOV 69 ACTION.....HQSL
INFO.....D/RAD
NOV 18 06 07 19

ACTION

ZCZC SHAB47
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FM DISTAD YAP
TO NCOMTERPACIS SAIPAN
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BT
UNCLAS X PASS TO HQSL X REUR SERIAL L55873 DTD NOV 5 X SUBJECT TAREG
LAND FILL AGREEMENT X INFO IN OUR R200548Z OCT 69 STILL APPLIES X YLMO
BT

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INWARD 2052



yap 0003

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LAND FILL AGREEMENT X INFO IN OUR R205548Z OCT 69 STILL APPLIES X YLMO
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yap 0003

District Administrator, Yap District
From: District Land Management Officer

Acting Chief, Lands and Surveys

Tareg Fill Agreement - Contract TT-443-A, Yap District

Reference is made to memorandum serial: LMO4221 dated December 26, 1968 and to the District Administrator's reply of January 3, 1969 (copies attached), both concerning the Tareg Fill Agreement - Contract TT-443-A, Yap District.

At the time of the last writing, the project was incomplete and had run the term of the contract. Article 6 states: "All work to be done by the Government under this agreement shall be completed by May 30, 1969."

Please advise of the present situation so that our file may be closed out if appropriate.

Mituro S. Dennis

Enclosures: (a) Copy of memorandum serial: LMO4221 dated December 26, 1968.
(b) Copy of memorandum dated January 3, 1969.

cc: District Land Management Officer, Yap District
District Director Public Works, Yap District

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 TO DISTAD YAP
 TO HICONTERPACIS SAIPAN
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UNCLAS X PASS TO HQLS X REUR R152213Z OCT ON TAREG LAND FILL
 AGREEMENT X DIST PUB WORKS MUST COMPLETE A DITCH ACROSS
 PROPERTY FOR DRAINAGE X WHEN THIS COMPLETED WE WILL PLACE MONUMENTS
 AND SURVEY AND PREPARE MAP AND PREPARE AGREEMENT FOR TAREG SIGNATURE

64

TT FORM 98
 REVISED 10-65

TRUST TERRITORY OF THE PACIFIC ISLANDS
 OFFICE OF THE HIGH COMMISSIONER

FROM HICONTERPACIS SAIPAN	INFORMATION	CLASSIFICATION	ORIGINATOR JCS/USCIB : saip 10/15/69
TO DISTAD YAP		DATE TIME GROUP	CLEARANCES
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UNCLAS X PASS TO LAND MANAGEMENT X REUR R 130345Z AUG 69 ON TAREG
 LAND FILL AGREEMENT X QUERY X HAS TAREG SIGNATURE DRAWING AND AGREEMENT
 ACKNOWLEDGING GOVERNMENT'S COMPLETION OF REQUIREMENTS UNDER CONTRACT
 TP443-A AS PER YOUR REFERENCED DISPATCH X ACTING CHIEF LANDS AND
 SURVEYS

UNCLAS (1)
 CLASS (8)

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HQLS - D1020
 File:Yap 0023

TRUST TERRITORY OF THE PACIFIC ISLANDS
OFFICE OF THE HIGH COMMISSIONER

INFORMATION	CLASSIFICATION	ORIGINATOR <i>JK</i> JUDGE: <i>sup</i> 10/15/69
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AS X PASS TO LAND MANAGEMENT X REUR R 130545Z AUG 69 ON TAREG
D FILL AGREEMENT X QUERT X HAS TAREG SIGN/NEW DRAWING AND AGREEMENT
ACKNOWLEDGING GOVERNMENT'S COMPLETION OF REQUIREMENTS UNDER CONTRACT
43-A AS PER YOUR REFERENCED DISPATCH X ACTING CHIEF LANDS AND
METS

REFS - D1020
File: Yap 0003

AUG 69 ACTION.....DIR LM
INFO.....C/R&D

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TO NCOMTERPACUS SAIPAN
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BT
UNCLAS X PASS TO MELMO X SUBJECT CONTRACT TT 443A CHM TAREG
LAND FILL AGREEMENT X LAND FILL HAS BEEN COMPLETED TO SATISFACTION
OF TAREG X CONCRET MARKERS WILL BE PLACED CHM SURVEY MADE AND
DRAWING PREPARED SHOWING NEW BOUNDARY OF TAREG PROPERTY X EXPECT
TO HAVE TAREG SIGN NEW DRAWING AND AGREEMENT ACKNOWLEDGING
GOVTS COMPLETION OF REQUIREMENTS UNDER CONTRACT X YLMO
BT



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AUG 69 ACTION.....DIR LM
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LAND FILL AGREEMENT X LAND FILL HAS BEEN COMPLETED TO SATISFACTION
OF TAREG X CONCRET MARKERS WILL BE PLACED CMM SURVEY MADE AND
DRAWING PREPARED SHOWING NEW BOUNDARY OF TAREG PROPERTY X EXPECT
TO HAVE TAREG SIGN NEW DRAWING AND AGREEMENT ACKNOWLEDGING
GOVTS COMPLETION OF REQUIREMENTS UNDER CONTRACT X YLMO
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CONTRACT NO. TT 243-A

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

QUINTUPPLICATE

LAND FILL AGREEMENT

THIS AGREEMENT made this 22th day of March, 1968, by and between the Government of the Trust Territory of the Pacific Islands, hereafter called the "Government," represented by J. F. Screen, Contracting Officer for the High Commissioner of the Trust Territory of the Pacific Islands, and Tareg, hereafter called the "Grantor."

WITNESSETH:

THAT, WHEREAS, the Grantor is the male head under Yapese custom of an estate of land (tabinaw) called "Dangeengieh," situated in Worowo Village, Rull Municipality, Yap District, of which a certain parcel called "Yibul," is a part, hereafter referred to as "Yibul"; and,

WHEREAS, the parties entered into Contract No. TT-181 on the 12th day of March, 1957, which was extended by various addenda until March 12, 1965; and,

WHEREAS, both parties to said contract agree that its conditions and terms have been fulfilled and that it is no longer in effect; and,

WHEREAS, the Grantor desires to have the fill land created pursuant to Contract No. TT-181 enlarged, improved, and made more usable; and,

WHEREAS, the Government desires to bury inoperative and unsalvageable Public Works equipment in this enlarged land fill; and,

WHEREAS, the Government desires to use temporarily the site of the rock quarry situated on "Yibul" as a place to store Public Works equipment;

WHEREAS, the District Administrator has given his written approval pursuant to Section 32 (c) of the Code of the Trust Territory for the Grantor to have the ownership and control of land filled in under this Agreement and has acknowledged that the Grantor has ownership and control of the land created under Contract TT-181, said approval attached hereto as Exhibit B.

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

1. The Government shall fill the lagoon adjacent to the fill land across the road to the east of "Yibul" as shown on Yap District Office of Land Management Map No. Y-TFR-1, serial 996, said map attached hereto as Exhibit A and incorporated herein by reference. This fill land shall be extended into the lagoon a distance to be determined by the Government and all

1. The Government shall fill the lagoon adjacent to the fill land on the road to the east of "Yibul" as shown on Yap District Office of Land Management Map No. Y-TFR-1, serial 996, said map attached hereto as Exhibit A and incorporated herein by reference. This fill land shall be extended into the lagoon a distance to be determined by the Government and all

Page 1 of 3 pages

shoreline boundaries shall be substantially straight and the corners shall be squared. The Government shall place standard Land Management concrete monuments at the northeast and southeast corners of the land created. The placement of these monuments shall signify the fulfillment of all of the Government's obligations under this Agreement.

2. The Government may bury any equipment in the fill land to be created under this Agreement.

3. The Government may obtain fill material from the rock quarry on "Yibul" and this fill material will not be used by the Government for any purpose other than to improve and enlarge Grantor's fill land.

4. The Government shall use the dirt piles located on "Yibul", as shown on Exhibit A for fill material and the site of these dirt piles shall be smoothed and leveled.

5. The Government shall level the surface of the existing fill land and the fill land created under this Agreement so that there is only a slight slope from the existing road to the newly created eastern shoreline. Said shoreline edge of the fill land will be at least one foot above the highest of normal high tides.

6. All work to be done by the Government under this Agreement shall be completed by May 30, 1968.

7. The Government may use the site of the rock quarry "Yibul" to store Public Works equipment until May 30, 1968 and the Government shall remove all such equipment by this date unless otherwise permitted by the Grantor in writing.

8. The Grantor warrants that he possesses or represents all ownership interests under Yapese custom in "Yibul" and the Grantor expressly covenants and agrees to hold the Government harmless from all suits, claims and demands of ownership made against the Government, on the fill land created under this Agreement or Contract TT-181, dated March 12, 1957.

9. The Grantor hereby releases the Government from all claims of personal injury and property damage from whatsoever source incidental to the work done by the Government under this Agreement except acts of negligence by the Government, its agents, servants, successors and assigns.

Page 2 of 3 Pages

9. The Grantor hereby releases the Government from all claims of personal injury and property damage from whatsoever source incidental to the work done by the Government under this Agreement except acts of negligence by the Government, its agents, servants, successors and assigns.

Page 2 of 3 Pages

10. This Agreement has been executed by the parties both in the English and Yapese languages. Should any question arise about the meaning of language used herein, it is understood that the English version of the Agreement governs.

IN WITNESS WHEREOF, the parties hereto set their hands on the date first above written.

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

By J. F. Schreen
J. F. Schreen, Contracting Officer
for the High Commissioner

Grantor

By Tareg
Tareg

Approved as to Form

15/ Donald R. Tindal
Attorney General

Witnesses:

J. Michael Killian
J. Michael Killian
Acting District Land Management Officer
Yap District

Fran Defnagin

I, Fran Defnagin, a Trust Territory Government employee attached to the District Administrator's Office, Yap, hereby certify that I have orally explained every provision of this Agreement to Mr. Tareg in the Yapese language and have translated this Agreement into Yapese to the best of my knowledge of the respective languages.

Filed and recorded at 12:35 9th day of April
~~3:30~~ A.M./P.M., this 9th day of April
1968, in Book 57, page 73.

Sumat Saman
Clerk of Courts
1. District

Attachments: Exhibits A (map) and B.

Page 3 of 3 Pages

Howard S. Jamar
Clerk of Courts
Yap District

Attachments: Exhibits A (map) and B.

Page 3 of 3 Pages

EXHIBIT B

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

DISTRICT ADMINISTRATOR'S APPROVAL TO FILL LAGOON LAND

UNDER SECTION 32 (c) OF THE CODE OF THE TRUST TERRITORY

I, James C. Flannery, District Administrator, Yap District, Trust Territory of the Pacific Islands, pursuant to the authority granted me by Section 32 (c) of the Code of the Trust Territory, do hereby grant permission to Tareg to fill certain lagoon land, as described below, and he shall have the ownership and control of land so filled, as his interest may appear under Yapese custom as male head of the Tabinaw estate "Dangeengich". Said lagoon land is situated in Colonia, Yap District, and is adjacent to the fill land created under Contract TT-181, dated March 13, 1957, across the road from a parcel of land called "Yibul". The extent of the lagoon land to be filled in shall be determined by the Trust Territory Government as provided in Contract TT-443-A, incorporated herein by reference and made a part hereof.

I also acknowledge that Tareg, as his interest may appear under Yapese custom as male head of the Tabinaw estate "Dangeengich", has the ownership and control under Section 32 (c) of the Code of the Trust Territory of the fill land created pursuant to Contract TT-181, dated March 13, 1957 which is marked in red on Yap District Office of Land Management Map No. Y-TFR-1, serial 996, said map attached to Contract TT-443-A as Exhibit A, incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22th day of March, 1968.

James C. Flannery
James C. Flannery
District Administrator
Yap District

WITNESSES:

Tareg
Tareg
J. Michael Kilian
J. Michael Kilian
Acting District Land Management Officer, Yap

Filed and recorded at 12:35 A.M./P.M., this 9th day of April 1968, in Book 57, page 23.

Howard S. Jamar
Clerk of Courts
Yap District

J. Michael Kilian
Acting District Land Management Officer, Yap

Filed and recorded at 2:35 A.M./P.M., this 9th day of April
1968, in Book S-1, page 23.

Howard J. Laman
Clerk of Courts
Yap District

CONTRACT NO. 443-A

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

M'AG KO MUN GI'NU
LAND FILL AGREEMENT

BINEI E M'AG, e ni ngongoliy ko rofen ni 22th ko March, 1968, Am ko TRUST TERRITORY OF THE PACIFIC ISLANDS nge Tareg e ram'ag e binei e m'ag, re Am nei e bai unog i yan e ngaram u langin re m'ag nei ni kemos ni "Am," ni J. F. Screen, ni CONTRACTING OFFICER ku HIGH COMMISSIONER ko TRUST TERRITORY OF THE PACIFIC ISLANDS e kemang auchen e Am, ma facha' i Tareg bai u nog u iane re m'ag nei ni kemos ni "cha' ni pizig e zin ko binau."

MICH RI:

ARAME, fa cha' ni pizig e zin ko binau e ir e cha' Ti gaa ko fare tabiau nu "Dagngich," ma be' niba pumoon, bai e ngi binau nem u Worowoo, Rull, Nam nu Waab, mabai bangi binauen nu "Yibul," ni bai u nog u lane re m'ag nei ni karar i tai nu "Yibul"; ma,

ARAME, galiraba' i gidii nei e ra ngongoliy ba m'ag ni bai e namba ri ni CONTRACT NO. TT-181, ni ra ngongoliy ko rofen ni 12 fen pul ko March, 1965; ma,

ARAME, galiraba' i gidii nei e kem'ing ko lem rorou ni kem'ai fare m'ag rorou maketau nga napan ni ngara pag ere kemas e binei e m'ag; ma,

ARAME, cha' ni kepizig e zin ko binau baadag ni nganin' fare yang i binau ni wod rogon nibai ko CONTRACT NO. TT-181, ni ngani gaa' nag, mini faleg rogon, meere mini ngongoliy ni nge fel rogon ni nga ni murwel ngai,

ARAME, Am e baadag ni ni nge keyag gubin e tini dabkibung ma dabiyog ni fanai e PUBLIC WORKS e talin e marwel ko gi binau ni ngani gaa' nag nei; ma,

ARAME, Am e baadag ni nge marwel nidabi n'uw napan ko gibinai ni "Yibul" ni ngepar e talin e marwel ko PUBLIC WORKS ri;

ARAME, Am (District Administrator) e keyoley baiyoren ma ku kepizig marngaagen ko cha' ni pizig e zin u "Yibul" ni nge tafnai fangi binau nu "Yibul" me nilswon ngak' ni wod nibai ko Gurui ni 32 (c) ko CODE OF THE TRUST TERRITORY, ma kenang ni fa cha' ni kepizig e zin ko binau e ketafnai ma ke suwoi fangi binau ni sumeg ko fare CONTRACT TT-181, zin ri nike puf baarai kani dachugui arai ni kanigaar EXHIBIT B.

CHINEI ERBOCHAN, ni ba taareb a'n gali raba' i gidii nei ko re m'ag nei mabai falngin ngorou ni taareb rogon, ere kara turugui e tini baarai:

1. Am e zingari yin' bang i binau nga baani ngek e kanowa' u "Yibul" ni

binau ni sumeg ko fare CONTRACT TT-181, zin ri nike pu baaraa
arai ni kanigaar EXHIBIT B.

CHINEI ERBOCHAN, ni ba taareb a'n gali raba' i gidii nei ko re m'ag nei
mabai falngin ngorou ni taareb rogon, ere kara turugui e tini baarai:

1. Am e zingari yin' bang i binau nga baani ngek e kanowa' u "Yibul" ni

1 ko 3 babier

wod nibe m'ug ko YAP DISTRICT OFFICE OF LAND MANAGEMENT MAP O. Y-TFR-1, SERIAL
996, ni kanichagiy ko re m'ag nei ni kanigaar "EXHIBIT A" ni kemang bang e re
m'ag nei. Ragi binau ni nganin nga madai nei ni Am e nge turugui numngin nga
madai na zingari k'iy ni nge yolou'u p'ebinau ri. Na zingari reg e Am e fol
niba sisen ko tabzung yimuch-ni-ngek nge alioch-ni-ngek ko fangi binau nike
yin. Resimen ni nge reg e Am nei aram e pou ri ni ngongoli e Am gubin e tini
nge ngongoliy u langin re m'ag nei.

2. Demuturug e re talin e marwel marayog ni yin e Am e ngaram nge sarei
ni kanitay nga langin re m'ag nei.

3. Rayog ni fek e Am e but' ko fangi binau nu "Yibul" nge guzoi ko fangi
binau, ma re but' nem ni ngani fek u "Yibul" ridari e chineen ni nge fanai e
Am ngai, kemos ni ngani guzoi e gibinau nem ngai ngani gaa nag e binau rok'
facha' ni ir e pizig e zin ko binau.

4. Rayog ni fek e Am fare ulung but' nibai u daken e binau u "Yibul" ni
wod nibe m'ug u langin e EXHIBIT A, ma gini imoi e chi but' nem ri rani pacheg
nge taareb foiyen.

5. Zingari pacheg e Am daken fangi but' ni ke pacheg ma fangi binau ni
keyin e ngeb yaan e ngolol ri nga madai. Na tabongin e gibinau nem u p'edai
e napan reb e FOOT tolingin ko dai nga lang u napan yilu'.

6. Gabin e marwel ni zingari rin e Am ko gibinau nei ma zingari m'ai u
langin May 30, 1968.

7. Rayog ni nga i par e talin e marwel ko PUBLIC WORKS ko fangi binau nu
"Yibul" nge yan i mos ko May 30, 1968 maaram nge gubin e talin e marwel ko Am
ma nge chuweg u rom ni dabisiy kemos ni manga nge dabichuweg ya bai babyoren
niki pizig e cha' ni pizig e zin ko binau e zin ri.

8. Cha' ni kepizig e zin ko binau e beyog u roi ni ir aram auchen e picha'
ni bai rogon ara tafen yu "Yibul" ma ir e o'g nag ko Am ni ratai e Am urel
nidabi un ko gubin mit e wagagei u marngaagen e gibinau nei nib i puw u bang
niba togoplw ko Am ara morngaagen fangi binau ni kanin nga madai nibochan re
m'ag nei ara CONTRACT TT-181, ni ngongoli e rofen ni March 12, 1957.

9. Cha' nike pizig e zin ko binau e dabi sap ko Am, mara pizig oloboch
u puwon e Am dimanga maadad be' ara talin e marwel ni buch ban'en ri nifan e
riya' ni tai ko marwel u daken e gibinau nem nifan ko re m'ag nei machane dari
rok' e ngiyal i manga defol e Am, ara baraba' e marwel rok', ara tapigpig rok',

1 ko 3 babier

9. Cha' nika pizig e zin ko binau e dabi sap ko An, mara pizig oloboch u pulwon e An mimanga maadad be' ara talin e marwel ni buch ban'en ri nifan e riya' ni tai ko marwel u daken e gibinau nem nifan ko re m'ag nei machane dari rok' e ngiyal i manga defol e An, ara baraba' e marwel rok', ara tapigpig rok',

1 ko 3 babic

ara cha' ni munliw rok' ara cha' ni ir e turugui ko marwel.

10. Re m'ag nei e aral e kefanai e gali raba' i gidii nei mabai ni zin ni English (Meriken) nge zin nu Waab. Marani buch baneen ri ni depulw e zin ri mabai ni zin ni English ni ra yoloweg.

MICH RI' U ROI, kefanai gali raba' i gidii nei e binei m'ag ko rofen nge re duw ni baaram niyoloy ko sam'on ko re m'ag nei, ara rofen ni beer u charen fizngan e picha' ni beer nga but.

GOVERNMENT OF THE TRUST TERRITORY OF
THE PACIFIC ISLANDS

Approved as to form

15/ Donald R. Tindal
Attorney General

By: J. P. Sreen
J. P. Sreen
Contracting Officer for the High
Commissioner

By: Tareg
Tareg
Tareg

Witnesses:
Mich Ri:

J. Michael Kilian
J. Michael Kilian
Acting District Land Management Officer
Yap District

Igag, Fran Defngin, e guba chon e marwel ko TRUST TERRITORY GOVERNMENT ni chon e ofis ko DISTRICT ADMINISTRATOR, YAP DISTRICT, ni kugumicheg u roi ni ugu welii e pizin nei ni Waab ni gubin e yubug i zin nei ko re m'ag nei ko picha' nitafen e binau ara picha' ni yad beyog lungrad ni beer fising rad nga lang, makagu zilyeg e zin ni English (Meriken) ko yuyang i babiyor nei ni zin ni Waab ni kemos rogog ri ni gube lem nag ni kemos falngin e zin ni yira welii.

Fran Defngin
Fran Defngin

Received and filed at 12:30 A.M./P.M., this 9th day of April
1968, in book 5-1, page 73.

Thomas D. Jaman
Clerk of Courts
Yap District

1 ko 3 babic.

Ronald S. Laman
Clerk of Courts
Yap District

3 babior.

EXHIBIT B

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

KEPIZIG AM KO NAM MARNGAAGEN NI NGANIN BANG I BINAU NGA LANGIN
E NGUY NI BODROGON NI BAI KO GURUY NI 32 (C) KO CODE OF THE
TRUST TERRITORY

Igag, James C. Flannery, DISTRICT ADMINISTRATOR, YAP DISTRICT, TRUST TERRITORY OF THE PACIFIC ISLANDS, e kani pi' gelingig ni bod nibai ko gurui ni 32 (c) OF THE CODE OF THE TRUST TERRITORY, ere kagu pisig e zin ku Tareg ni nge yin bang i binau nga langin e nguy, ni bod ni beer nga but', ma aram e ketafnai ma kesuwoi e gibinau nem ni yin ni bod rogon nibe m'ug ko yalen nu Waab ni ir e cha' ni gee u ba tabnau ni aram yu "Dagngich". Ma gibinau nem ni kanin ngalangin e nuy e e bai u Colonia, Yap District, ma ir e ram fangi binau ni nganin ni sum u langin CONTRACT TT-181, ma March 13, 1957 fen e pul ri, ma bai nga baraba' e kanowa' u bang e binau ni yimayog yu "Yibul" ngai. Ma gaangin e binau ni nganin' e Am ng turugui ni wod nibai u langin e CONTRACT-443-A, nike mang bang e baneen ko re m'ag nei.

Makugunang ni cha' nem i Tareg e be m'ug ko yalen nu Waab ni ir e ga' u ba tabnau ni kani gaar "Dagngich", ere ir tafan ma suwon e gi binau nem ni bod nibai u langin e gurui ni 32 (c) ko CODE OF THE TRUST TERRITORY OF THE FILL LAND, nisua... ni bod nibai ko CONTRACT TT-181, ni bai fen e pul ri ni march 13, 1957 ma kani echey ko rou u langin e YAP DISTRICT OFFICE OF LAND MANAGEMENT MAP NO. Y-TFR-1, SERIAL 996, ni kani gaar kanichagiy e MAP ko re CONTRACT TT-443-A ni aram e EXHIBIT A, nike mang bang e baneen ko re m'ag nei.

MICH RI E RAI, ni kagutai paa'g ngaken e ginenei kagupag e pou ko mich ngai ko rofen nei 22 fen e pul ko March, 1968.

James C. Flannery
James C. Flannery
District Administrator
Yap District

WITNESSES:

Tareg
Tareg
J. Michael Kilian
J. Michael Kilian
Acting District Land Management Officer, Yap

Filed and recorded at 12:35 A.M./P.M., this 9th day of April
1968, in Book 5-1, page 23.

Ronald S. Laman
Clerk of Courts, Yap District

Tareg
Tareg
J. Michael Kilian
J. Michael Kilian
Acting District Land Management Officer, Yap

Filed and recorded at 12:35 A.M./P.M., this 9th day of April
1968, in Book 51, page 23.

James D. Luma
Clerk of Courts, Yap District

CONTRACT TT 443-B

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

GRANT OF RIGHT OF WAY IN PERPETUITY

This Agreement made this 22th day of March, 1968, by and between the Government of the Trust Territory, represented by J. F. Screen, Contracting Officer for the High Commissioner of the Trust Territory of the Pacific Islands, hereafter called the "Government," and Tareg, male head of a tabina estate called "Dangeengich," possessing rights under Yapese custom to a parcel of land known as "Yibul," Yap District, Trust Territory of the Pacific Islands, hereafter called the "Grantor,"

WITNESSETH:

THAT FOR and in consideration of similar grants by other landowners and the benefits to be received by the establishment and maintenance of a public road along the below described right of way and in consideration of the Government filling the lagoon abutting Grantor's land pursuant to Contract TT 443-A, dated March 22, 1968, the Grantor does hereby give, convey, and transfer to the Government, its successors and assigns, a permanent easement and right of way including the perpetual right to enter at any time it may see fit, for the following purposes; namely:

The right to grade, level, fill, drain, pave, build, maintain, repair, and rebuild a road together with such bridges, culverts, ramps, and cuts as may be necessary on, over, through and across the granted right of way; and

The right to erect, maintain, rebuild, repair, operate, remove and inspect electric power transmission and telephone lines, including all necessary poles, wires, cables and fixtures thereto on, over through and across the granted right of way; and

The right to construct, maintain, rebuild, repair, operate, remove and inspect water and fuel pipes and sewer pipes and mains and other public utilities on, over, through, across and under granted right of way; and

The right to construct, maintain, rebuild, repair, operate, inspect water and fuel pipes and sewer pipes and mains and other public utilities on, over, through, across and under granted right of way; and

Page 1 of 3 pages

The right to remove trees, bushes, undergrowth, buildings, fire hazards and other obstructions interfering with the full use and enjoyment of the rights granted above except that no trees within the granted right of way shall be destroyed until Contract TT 443-A is completed, unless otherwise permitted by the Grantor in writing.

Said easement and right of way conveying a strip of land thirty-five feet wide at the north boundary line and thirty feet wide at the south boundary line of "Yibul," bordering the sides of and including the road running from the Public Works Shop to BaWabat Village, Rull Municipality Yap District, more fully described in Yap District Office of Land Management Map No. Y-TFR-1, serial 996, which is incorporated herein and made a part hereof by reference.

To have and to hold said easement and right of way unto the Government, its successors and assigns forever.

This Grant is subject to the express condition that it shall not become effective until the Government fulfills its obligations under Contract TT 443-A.

The Grantor warrants that he possesses or represents all ownership interests under Yapese custom in the granted right of way; that he has a good and lawful right to grant and convey; that the property is free from all encumbrances; and, that he warrants and agrees to satisfy, defend and hold the Government harmless for all suits, claims and demands of all persons whatsoever against the property.

The Grantor hereby releases the Government from all claims of damage from whatsoever source incidental to the Government's exercise of any of the rights granted herein, except valuable trees removed without the Grantor's written permission prior to the completion of Contract TT 443-A and except acts of negligence by the Government, its agents, servants, successors or assigns.

This Agreement supersedes a Grant of Right of Way agreement signed by the Grantor on September 15, 1967, and filed with the Clerk of Courts, Yap District, the same day.

Page 2 of 3 Pages

and except acts of negligence by the Government, its agents, servants, successors or assigns.

This Agreement supersedes a Grant of Right of Way agreement signed by the Grantor on September 15, 1967, and filed with the Clerk of Courts, Yap District, the same day.

Page 2 of 3 Pages

This Agreement has been executed by the parties both in the English and Yapese languages. Should any question arise about the meaning of language used herein, it is understood that English version of the Agreement governs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR

By Tareg
Tareg

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

By J.F. Screen
J.F. Screen
Contracting Officer for the
High Commissioner of the Trust
Territory

Approved as to Form

15/ Donald R. Tindal
Attorney General

Witnesses:

James C. Flannery
James C. Flannery
District Administrator, Yap

Robert J. Laman

I, Fran Defagin, A Trust Territory employee attached to the Office of the District Administrator, Yap District, hereby certify that I have orally explained every provision of this Agreement to Mr. Tareg in the Yapese language and have translated this Agreement into Yapese to the best of my knowledge of the respective languages.

Fran Defagin
Fran Defagin

Filed and record at 5:18.35 A.M./P.M., this 9th day of April
19 68, in Book 5-1, page 23.

Robert J. Laman
Clerk of Courts
Yap District

Page 3 of 3 Pages

Page 3 of 3 Pages

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

KEPUF MARGAAGEN E KANO-A' NI DARI NAPAN

Rem'ag nei e ni ngongoli ko rofen ni 22th ko March 1968, ni ngongoli e Am ko TRUST TERRITORY OF THE PACIFIC ISLANDS, ni J. F. Screen ni CONTRACTING OFFICER ku HIGH COMMISSIONER OF THE TRUST TERRITORY e ir e kamang auchen e Am ko Trust Territory of the Pacific Islands, re Am nei e bai u nog e chinei i yan ngaram u langin re m'ag nei ni kemos ni "Am", ni you Tareg e ran'ngongoliy re m'ag nei, Tarog e ir re moon ni chit'ngin ba tabinau ni yimayog yu "Dagngich" ngai, marogon ko yalen nu Waab e bai bang i binauen e gibinau nei ni yigoo yinnang nu "Yibul," Nam nu Waab e bai ri, u langin e Trust Territory of the Pacific Islands ma chinei i yan e ngaram e bai unog e chaanei i Tareg u langin re m'ag nei ni kemos ni "Cha' ni pizig e zin ko binau."

MICHRI

ARAMBOCHAN, ya ni lem nag makutaareb rogon ku boch e gidii nikepizig e zin u tafar ya bai falngin nirayib ni nganisuseg ara uni ngongoli ba pa' i wa'e'n e yoor ni nge chagil marichlen ngai ni wod ni beer ni kani falewg i weliy nga but', maku rani lem nag fangi binau ni yin e Am nga madai u tafen e cha' ni pizig e zin ko binau ni wod rogon e kontrak ko gibinau nei ni baaram ni TT-443-A, mafen e pul ri e March 22, 1968, ni gaar cha' ni pizig e zin ko binau a, kepi ma keo'g nag ma kezuwag ko Am, ara cha' ni munliw rok', ara cha' ni turugui ko marwel ni keb matwen e Am ni dari napan memos ma kepuf margaaagen ko Am ni rab ko fagi binau ni demuturug e ngiyal, mange m'ag me puluw ko tini beer ni kard duguliy; nigaar;

Mat'wen e Am ni nge zirif, pacheg, poo'g but'ara mun but', mak'er meb, gelnag daken, ngongoliy, sulsul i ngongoliy, ngongoliy nge sul nga rogon, ma er i tai e weidal ri, wa'en e ran ni manga kani pure'g niba t'uf ni ngeyan, ara zab daken fagi binau ni baaram ni kanipizig e zin ri; ma

Kunipi' mat'wen e Am ni nge yin' ara tai, me sulsul i ngongoliy, ngongoliy nge sul nga rogon, chuweg ara yib i yayaliy e ngongolen e gamig nge telephone nge fapi ren ni kanireg ni fen e gamig nge waya ri u rom, nib u daken fagi binau ni kani pizig e zin ri; ma

Kunipi' mat'wen e Am ni nge yin' ara tai, me sulsul i ngongoliy, ngongoliy nge sul ngarogon, chuweg ara yib i yayaliy ngongolen e ran nge oyol nge payap nib ko naun nge kuboeh ngongolen e yoor nib u daken fangi binau ni

binau ni kani pizig e zin ri; ma
Kunipi' mat'wen e Am ni nge yin' ara tai, me sulsul i ngongoliy, ngongoli
nge sul ngarogon, chuweg ara yib i yayaliy ngongolen e ran nge oyol nge
payap nib ko naun nge kuboch ngongolen e yoor nib u daken fangi binau ni

Babik 1 ko 3 babik

baaram ni kani pizig e zin ri; ma

Kunipi' mat'wen e Am ni nge toy ara chuweg gubin mit e gek'iy garger, pan,
naun, nge tini ba' e maadad ri ko nifiy ara mit i neen ni ra i magawen nag
e marwel ko oyol ara falfalan ni yibe tai ko marwel ni yibe tai u daken fagi
binau ni kani pizig e zin ri, machane dariy baken e gek'iy ni ngani toy u
m'on ni dawor i mos fare m'ag ni CONTRACT TT-443-A, kemos ni manga rani toi
beken e gek'iy ri ya bai babiyoren ni kepizig e cha' ni pizig e zin ko fangi
binau.

Fangi binau niyib yog e bai u "Yibul" niba ziniy i binau ni guvey-nge-lal e feet
radan ko alioch ko mazil ko gibinaw nem ma guvey e feet radan ko yimuch ko gini
bai e mazi ri, marichlen fagi binau e yib i t'un ko wa' nib u Public Works niba
sor nga Balabat, Rull, Nam nu Waab, mabai nikani feleg i weliy u langin e
Yap District Office of Land Management Map No. Y-TFR-1, Serial 996, ni rapar ni
chagin e gi babiyor nei.

Re ma'wen e Am nikani pi nei ni kani pi ni dari napan ko fangi binau e kubau'n
cha' ni rayib i yog lungun nge cha' ni turugui ni nge marwel rok'.

Re m'ag nei dab kaanifana'i ngeyan i tau ko ngiyal ni nge rin' me m'ai nag e Am e
mitineen ni bai ni ngerin' ni wod ni bai u langin e CONTRACT TT-443-A.

Fa cha' nipizig e zin ko fangi binau e ko o'g nag ir ni ir e kemang auchen gubin
e pi cha' ni yad e taferad fagi binau ma bai rogorad ko fangi binau ni rogon ko
yalen e binu nu Waab; ma ir ba fel ma ba mat'aw ni nge pizig e zin me o'g nag fangi
binau; mafangi binau e bai ni dari e neen ni nge magagawen ri; ma, bam'ag u wan'
ni nge faleg laniyan' me pizig magagawen u pulwon e Am u gubine alboch nge mae'g
niratai be' niba tagoplus ko Am u marngaagen fangi binau.

Cha' ni pizig e zin ko fangi binau e rapag e Am ni dabi alboch ko Am ko mogzgoz
ni manga tai e Am ara kal ri u napan e bengongoliy tini keb mat'wen ni nge
ngongoliy ni kani pizig e zin ngak u roi, kemos ni gek'iy e dabiyo'g ni chuweg ni
kabai fare m'ag ni CONTRACT TT-443-A ma dari babiyoren ni yoloi e cha' nipizig
e zin ko fangi binau, ma kudabiyo'g ni chuweg e Am bake gek'iy ara baraba' e marwel
rok', tapigpig rok', ara cha' ni ngeb i yog lungun nifan e ir e kireb rok'.

Binei e m'ag e kesilyeg ba m'ag nitai ni reb e mat'wen e yalen e wa' ni sayen e
cha' ni pizig e zin ko fangi binau ngai ko rofen ni September 15, 1967 meere nipi
ku CLERK OF COURTS, YAP DISTRICT, ko rofen nem.

Babik 2 ko 3 babik

e... ko langi binau, ma kudabiyog ni chuweg e Am bake gek'iy ara baraba' e marwel rok', tapigpig rok', ara cha' ni ngeb i yog lungun nifan e ir e kireb rok'.

Binei e m'ag e kezilyeg ba m'ag nitai ni reb e mat'wen e yalen e wa' ni sayen e cha' ni pizig e zin ko fangi binau ngai ko rofen ni September 15, 1967 meere nipi ku CLERK OF COURTS, YAP DISTRICT, ko rofen nem.

Bab. 2 ko 3 bab'o

Re m'ag nei e arai e kefanai e gali raba' i gidii nei mabai ni zin ni English (Mariken) nge zin ni Waab. Narañi buch baneen ri ni depulw e zin ri mabai ni English ni ra yoloweg.

GRANTOR

By Tareg
Tareg

GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS

By J. E. Scrben
J. E. Scrben
Contracting Officer for the High Commissioner of the Trust Territory

Approved as to Form

15 Donald R. Tindal
Attorney General

Witnesses:
Wch Ri:

James C. Flannery
James C. Flannery
District Administrator, Yap

Robert J. ...

Igag, Fran Defngin, e guba chon e marwel ko TRUST TERRITORY GOVERNMENT ni chon e ofis ko DISTRICT ADMINISTRATOR, YAP DISTRICT, ni kugumicheg u roi ni ugu weliy e pizin nei ni Waab ni gubin e yubug i zin nei ko re m'ag nei ko picha' nitafen e binau ara picha' ni yad beyog lungrad ni beer fizing rad nga lang, nakagu silweg e zin ni English (Mariken) ko yuyang i babiyor nei ni zin ni Waab ni kemos rogog ri ni gube lem nag ni kemos falngin e zin ni yira weliy.

Fran Defngin
Fran Defngin

Received and filed at 2:55 P.M., this 9th day of April, 1968, in book S-1, page 23.

Herbert J. ...
Clerk of Courts
Yap District

Bab. 3 ko 3 bab'o

James C. Finnelly
District Administrator, Yap

[Signature]

Igeg, Fran Defngin, e guba chon e marwel ko TRUST TERRITORY GOVERNMENT ni chon e ofis ko DISTRICT ADMINISTRATOR, YAP DISTRICT, ni kugumicheg u roi ni ugu welly e pizin nei ni waab ni gubin e yubug i sin nei ko re m'ag nei ko picha' nitafen e binau ara picha' ni yad beyog lungrad ni beer fizing rad nga lang, makagu zilleg e zin ni English (beriken) ko yuyang i babiyor nei ni zin ni waab ni kemos rogoog ri ni gube lem neg ni kemos falngin e zin ni yira welly.

[Signature]
Fran Defngin

Received and filed at 2:55 P.M., this 9th day of April, 1968, in book 5-1, page 23.

[Signature]
Clerk of Courts
Yap District

Beats: 3 ko 3 bewe

Assistant Commissioner for Administration
Yap District
Yap District Administration Office, Yap
Yap District Administration

June 5, 1968

Yap Land FILL Agreement; Procedures in Drafting Agreements.

The above is the first of several agreements I have been preparing in collaboration with District Public Works. They all involve land improvement or lagoon land fill work done by Public Works in exchange either for use of an owner's land for disposal of unusable equipment or garbage or for a grant of right of way for widening and straightening roads. The other agreements are similar in form to this one and should be ready for execution soon. I would appreciate any suggestions you might have in regard to this agreement which could be useful in drafting future agreements.

It has been a common practice in Yap in the past for Public Works to enter arrangements of this kind but they were not put in writing. I intend to have all future agreements documented. Any advice or criticism as to the form or particular provisions of these agreements will be appreciated.

Executive Order 21 (a) is the basis for Yap's consideration in the present agreement. The Government will increase the size of the land which abuts the lagoon, the rock quarry ("Tiligi"), by filling the lagoon. In turn, the Government will be able to dispose of some unsightly unusable Public Works equipment and will be freed from the problem of using some Government land for storing it.

Presently the junk equipment is being stored on Tarog's fill land without his permission. He wants it removed so that he can use his property. He also is unhappy with the slope of the fill land created under Contract TP-221 because it has an irregular shoreline. The purpose of this agreement is to clear up my question about the size of the fill land created under Contract TP-221 and to provide the least expensive means for disposing of the junk equipment. Other possibilities for disposal are burial in a land fill at some other location or dumping it in the open sea beyond the reef. Of possible land fill disposal sites, the Tarog land is most suitable because necessary fill material will be available from the rock quarry free of charge and without the cost of dredging. There are no deep spots within the lagoon where dumping would not create a threat to navigation. The M-boat in Yap is not in such shape that it dare go beyond the reef. There is no feasible way this junk can be dumped beyond the reef.

RECEIVED
JUN 24 1968
[Signature]

RECEIVED
JUN 5 1968
[Signature]

Dir. of Land Management

Assistant Commissioner for Administration
Dept. of Land Management

June 5, 1957
Circular 100000000

Chief Land Management Officer, The
Hull District Administration

Re: Long Term Fill Agreements; Procedures in Drafting Agreements.

The above is the first of several agreements I have been preparing in conjunction with District Public Works. They all involve land improvement or long term fill work done by Public Works in exchange either for use of an owner's land for disposal of unserviceable equipment or perhaps for a grant of right-of-way for widening and straightening roads. The other agreements are similar in form to this one and should be ready for execution soon. I would appreciate any suggestions you might have in regard to this agreement which could be useful in drafting future agreements.

It has been a common practice in Yop in the past for Public Works to enter arrangements of this kind but they were not put in writing. I intend to have all future agreements documented. Any advice or criticism of the form or particular provisions of these agreements will be appreciated.

Executive Order 21 (a) is the basis for Terag's consideration in the present agreement. The Government will increase the size of his land which abuts the lagoon, the rock quarry ("Tilak"), by filling the lagoon. In turn, the Government will be able to dispose of some one slightly unserviceable Public Works equipment and will be freed from the problem of using some Government land for storing it.

Presently the junk equipment is being stored on Terag's fill land without his permission. He wants it removed so that he can use his property. He also is unhappy with the shape of the fill land created under Contract T-221 because it has an irregular shoreline. The purpose of this agreement is to clear up any questions about the size of the fill land created under Contract T-221 and to provide the least expensive means for disposing of the junk equipment. Other possibilities for disposal are burial in a land fill at some other location or dumping it in the open sea beyond the reef. Of possible land fill disposal sites, the Terag land is most suitable because necessary fill material will be available from the rock quarry free of charge and without the cost of dredging. There are no deep spots within the lagoon where dumping would create a threat to navigation. The M-boat in Yop is not in such shape that it dare go beyond the reef. There is no feasible way this junk can be dumped beyond the reef.



The junk equipment could be stored on Government land until a means of dumping it at sea could be located. The only presently available nearby Government land is very near the center of Columbia. It will be avoid creating an unsightly area there.

I have some other questions concerning drafting agreements. I would like to know how many copies of agreements such as this one you require for Headquarters' files. Also, I would like to know if there are any long term agreements, long term leases, etc. which I might draft where the "Contracting Officer for the High Commissioner" would be someone other than yourself. I have found no definitive statement as to the kind of legal instruments to be executed by you, by the Attorney General, or by someone else. My present course of action is to have you as Contracting Officer in all long term agreements I draft.

J. Michael Killian

Attachments

one Mr. of Land Management

Dir. of Land Management



**FILE
END**