

July 18, 1964
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USE AND OCCUPANCY AGREEMENT FOR LAND
IN THE TRUST TERRITORY OF THE PACIFIC ISLANDS
UNDER THE ADMINISTRATIVE RESPONSIBILITY
OF THE DEPARTMENT OF THE INTERIOR

This Agreement made as of the 18th day of July, 1964,
by and between the Government of the Trust Territory of the Pacific Islands, hereinaf
called "Grantor," and the United States of America, by the Treasury Department-United
States Coast Guard, hereinafter called "Coast Guard":

WITNESSETH That:

WHEREAS, Grantor is the owner of and has the right to make a conveyance thereof
in and to a certain parcel of land in the Municipality of Saipan, Mariana Islands
District, Trust Territory of the Pacific Islands, as delineated in red on the attache
drawing, Trust Territory Office of Land Management Map No. S-1, Serial No. 500, dated
March 22, 1964, marked Exhibit "A", and made a part hereof by reference; and

WHEREAS, Grantor is agreeable to conveying to Coast Guard the exclusive right to
the use and occupancy of all land described aforesaid for an indefinite period of tim
subject to certain conditions; and

WHEREAS, Coast Guard desires to acquire the use and occupancy of the land des-
cribed aforesaid, for an indefinite period of time.

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

1. Use Granted. Grantor, for and in consideration of the sum of One Dollar
(\$1.00) and other good and valuable consideration, does hereby grant, sell, convey,
and assign unto Coast Guard the right to use and occupy the land above described, for
an indefinite period of time to continue so long as Coast Guard has use for said land
and, in addition, will save Coast Guard harmless from any and all claims, demands,
suits and actions of whatever kind or nature, arising directly or indirectly from such
use or occupancy, provided the same do not arise from any alleged act of negligence b.
Coast Guard, its agents, servants or employees.

2. Conditions of Use. (A) Use to be Consistent with Trusteeship Agreement.
The use to which the land is put by Coast Guard shall be consistent with the provision
and purposes of the Trusteeship agreement relating to the Administration of the Trust
Territory of the Pacific Islands.

3. Termination. (A) Review of Need for Land Every Five Years. On or about a
date which shall be five (5) years from the date of this instrument, and on a similar

date each five year period thereafter, Coast Guard and Grantor shall jointly review and determine the need for continuing the use and occupancy granted, sold, conveyed, and assigned hereby.

(B) Review by the President. In the event the review provided for in paragraph (A) does not result in agreement as to the need for continuing use and occupancy by Coast Guard the matter shall be presented to the President of the United States for final decision.

(C) Termination of Use Occupancy. In the event of a decision pursuant to paragraph (A) and (B) that a need for the continued use and occupancy of the said land does not exist, the use granted, sold, conveyed, and assigned hereby shall terminate sixty (60) days from the date of such decision and all interest in said land shall revert to Grantor. During said sixty-day period, Coast Guard may, if it elects, remove any structures or improvements it has heretofore erected or may hereafter erect on the land; and if the structures or improvements cannot be removed during said sixty-day period, Coast Guard shall be permitted such additional reasonable time as may be required.

4. Use of Land by Grantor. When not actively used by Coast Guard, said lands and improvements will be made available to Grantor on a license basis, for the use and benefit of the people of the Trust Territory of the Pacific Islands. The license shall be subject to the following conditions:

(A) The license may be revoked at any time by Coast Guard so advising Grantor in writing.

(B) Grantor shall reimburse Coast Guard for any utilities and services furnished.

(C) Grantor shall maintain and be responsible for any loss or damage to the real property and personal property owned by Coast Guard, except for loss or damage caused by ordinary wear and tear and conditions beyond the control of Grantor.

(D) Grantor shall be responsible for damage or injury to others arising from the use by Grantor or the people of the Trust Territory of the Pacific Islands of said land or any improvements or facilities located thereon.

(E) No permanent native dwellings or settlements shall be established on said land without Grantor obtaining prior written approval from Coast Guard.

5. Authorized Representatives. (A) The authorized representative of Grantor in implementing this agreement is District Administrator, Mariana Islands District, Trust Territory of the Pacific Islands.

(B) The authorized local representative of Coast Guard in implementing this agreement is Commanding Officer, U. S. Coast Guard Loran Transmitting Station, Saipan.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and to be effective as of the day and year first above written.

GOVERNMENT OF THE TRUST TERRITORY OF
THE PACIFIC ISLANDS

By: M. W. Goding
M. W. Goding
High Commissioner

Date: July 18, 1964

UNITED STATES OF AMERICA
TREASURY DEPARTMENT
UNITED STATES COAST GUARD

By: Oleas G. Tapler
Commander,
Fourteenth Coast Guard
District (Acting)

Date: 8th JUL 1964

Filed this 20th day of July 1964

A. Dulas
Clerk of Courts
Mariana Islands District