

ORIGINAL

L I C E N S E

TO THE GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS FOR THE USE OF
PROPERTY IN THE SAIPAN DISTRICT

THIS LICENSE, made and entered into this 19th day of
March, 1970, by and between the UNITED STATES OF
AMERICA, hereinafter referred to as the GOVERNMENT and the
GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS, herein-
after referred to as the TRUST TERRITORY;

WITNESSETH:

WHEREAS, the Trust Territory is the owner of a certain parcel of
land known as Area 9 (Kobler Field), hereinafter called "Area 9", sit-
uated on the Island of Saipan, Mariana Islands; and

WHEREAS, use and occupancy of the said Area 9 was granted by the
Trust Territory to the Government by means of "Use and Occupancy Agree-
ment for Area No. 9, Saipan, Mariana Islands", entered into on the
ninth day of July 1944 and filed with the Clerk of Courts, Saipan
District on August 22, 1956; and

WHEREAS, Clause Number 3 of the said Use and Occupancy Agreement
provides that the lands and improvements covered therein, when not
actively used by the Government, will be made available to the Trust
Territory on a license basis for the use and benefit of the people of
the Trust Territory, subject to certain conditions specified in the said
Clause Number 3 of the aforesaid Use and Occupancy Agreement; and

WHEREAS, cognizance and custody of the aforesaid Area 9 is assigned
to and vested in the United States Navy; and

WHEREAS, control and continuing right of use and occupancy of the said Area 9 are being retained by the Government for possible future use, although the said Area 9 is not currently actively used by the Government; and

WHEREAS, it is the desire of the Trust Territory to obtain use of certain portions of the said Area 9, said portions being identified as Parcels "A" and "B", and outlined in red on Y&D Dwg No. 674335, made a part hereof and attached as Exhibit "A", pursuant to Clause Number 3 of the aforesaid Use and Occupancy Agreement, for commercial operations and enterprises and Trust Territory purposes; and

WHEREAS, it is the wish of the Government to grant the right to such use, subject to the concurrence and approval of the United States Navy; and

WHEREAS, the United States Navy, through the Commander in Chief Pacific, has approved the issuance of a license to the Trust Territory to grant use of the aforesaid Parcels "A" and "B", subject to certain provisions and conditions; and

WHEREAS, the Secretary of the Navy is designated the sole agent for the United States Department of Defense in connection with land matters in the Trust Territory of the Pacific Islands and, in this capacity, is authorized to act in behalf of all Department of Defense components; and

WHEREAS, the Secretary of the Navy delegated the aforesaid authority to the Commander, Naval Facilities Engineering Command, who re delegated the said authority to the Commander, Pacific Division, Naval Facilities Engineering Command.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth and the mutual benefits to be derived therefrom, the Government and the Trust Territory covenant and agree as follows:

1. The Government hereby grants to the Trust Territory a LICENSE for an indefinite period of time commencing as of the date first above written to use and occupy the said Parcels "A" and "B". The said Area 9 is more particularly identified and described in the aforesaid "Use and Occupancy Agreement for Area 9, Saipan, Mariana Islands", filed with the Clerk of Courts, Saipan District, on August 22, 1956, together with improvements thereon, for commercial operations and enterprises and Trust Territory purposes.

2. In connection with the right of use and occupancy granted by this License, the Trust Territory covenants and agrees as follows:

a. Upon written notice of the revocation of this License by the Government, in whole or in part, the Trust Territory will quit the premises and surrender possession of all or any part of the land and improvements covered by this License.

b. The use and occupancy granted by this License to the Trust Territory will be at no cost or expense to the Department of Defense of the United States nor will it generate or result in any requirement for funding by that Department or any component or agency thereof.

c. The Trust Territory shall reimburse the Government for any utilities and services furnished.

d. The Trust Territory shall safeguard all real and personal property within the aforesaid Parcels "A" and "B", including all improvements against destruction, impairment and loss, and, at its sole expense, shall maintain said property in good repair and condition and be responsible for any loss or damage thereto, except that resulting from ordinary wear and tear and conditions beyond its control and not a result, either directly or indirectly, of the use and occupancy granted by this License.

e. Plans for any proposed construction on, at, or in any part of the aforesaid Parcels "A" and "B", whether to be accomplished by or for the Trust Territory and at its expense, or by any commercial enterprise, shall be submitted to the Commander, Pacific Division, Naval Facilities Engineering Command for review and approval, to assure that

such construction will not be in conflict with probable future development by the Government, and to assure compliance with Government requirements and criteria.

f. The Trust Territory shall be responsible for any damage or injury to others arising from any use of the property granted by this License, including any and all improvements, facilities, installations, and fixtures, or the use thereof by the people of the Trust Territory of the Pacific Islands.

g. No permanent dwellings or settlements shall be established on the property covered by this License, or any part thereof, without the prior written approval of the Government.

3. The Government and the Trust Territory jointly agree as follows:

a. The property covered by this License includes and consists of the land contained in the aforesaid Parcels "A" and "B", together with all non-severable improvements (buildings, structures, facilities, utilities) on the land as of the day first written above, and all such improvements thereafter constructed, installed, or emplaced in or upon said land.

b. This License may be revoked at any time if it is determined by the Government that the use being made of the aforesaid Parcels "A" and "B", or any part thereof, pursuant to this License, is not compatible with present or immediate future use thereof by the Government or that such use constitutes a hazard to public safety and security.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

Filed and recorded in Book _____ at _____ A.M./P.M.
this _____ day of _____, 1970.
Book _____ Clerk of Courts
Mariana Islands District

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

Approved as to form:
Donald R. Amick
2/5/70

By *Peter Coleman*

Deputy High Commissioner
Official Title

APPROVED AS TO FORM:

Walter J. Turnbull, Jr.
WALTER J. TURNBULL, JR.
Regional Counsel, (OGC)
Marianas

UNITED STATES OF AMERICA

By *M. J. ...*
By direction of the Commander, Naval Facilities
Engineering Command, acting under the direction
of the Secretary of the Navy

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