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JOINT USE AGREEMENT  
FOR  
ISLEY AIRFIELD  
SAIPAN, MARIANA ISLANDS DISTRICT

THIS JOINT USE AGREEMENT, by and between the United States of America, hereinafter referred to as the "UNITED STATES" and the Trust Territory of the Pacific Islands, hereinafter referred to as the "TRUST TERRITORY";

WITNESSETH, THAT:

WHEREAS, the Trust Territory is the owner of certain parcels of land known as Isley Field (Area 13) and Nafutan - Obiam Bomb Dump (Area 15) situated on the island of Saipan, Mariana Islands; and

WHEREAS, use and occupancy to said Areas 13 and 15 were granted by the Trust Territory to the United States by means of separate "Use and Occupancy Agreements" each effective as of the ninth day of July 1944, and filed with the Clerk of Courts, Saipan, Mariana Islands District on August 22, 1956; and

WHEREAS, cognizance and custody of the aforesaid Areas 13 and 15 have been assigned by the United States to and are vested in the United States Air Force; and

WHEREAS, control and continuing right of use and occupancy of said Areas 13 and 15 are being retained by the United States for possible future use, although said areas are not currently, actively used by the United States; and

WHEREAS, the Trust Territory desires to obtain joint use as a co-tenant with the United States of certain portions of said areas, as more particularly described hereinafter, for commercial air services and purpose related thereto; and

WHEREAS, the United States is agreeable to joint use of certain portions of said areas, as provided in this Agreement;

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

ARTICLE 1. USE GRANTED

The United States hereby grants to the Trust Territory and the Trust Territory accepts from the United States the use in common with others, for the purposes set forth in Article 3 of this Agreement, all of that real property together with all improvements thereon and appurtenances thereto, located on Saipan, Mariana Islands District, Trust Territory of the Pacific Islands, containing an area of approximately 734 acres, more or less, hereinafter called the "Premises," which premises are shown outlined on the attached copy of Marianas Area Drawing No. 10250 dated October 31, 1951, which is incorporated herein and made a part of this Agreement by reference as Exhibit A.

The United States further grants to the Trust Territory the right of surface ingress and egress to the Premises by means of that portion of the Isley Perimeter Road situated within Area 13 between the northeast corner of the Premises and the junction of the Isley Entrance Road; and the use of those portions of the Beach Road, Wallace Highway Isley Field Access Road, and Area 15 retention area which are necessary to insure access by the general public to the Premises.

On application of the Trust Territory and approval by the United States, additional means of ingress and egress to the Premises may be established.

ARTICLE 2. TERM

This Agreement shall become effective on May 10, 1972 and shall thereafter remain in effect until terminated by mutual consent of the Secretary of the Air Force and the Secretary of the Interior, or their designees. It may be suspended on behalf of the United States by the Secretary of the Air Force in the event of war or national emergency declared by the President or the Congress of the United States. The suspension shall cease when the Secretary of the Air Force determines that joint use would no longer be inconsistent with military requirements.

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ARTICLE 3. PURPOSE

The Premises shall be used jointly by the United States and the Trust Territory as co-tenants for military, civilian, commercial, and/or general aviation service operations and for related commercial and industrial purposes, and for no other purpose whatsoever without the prior written approval of the United States.

ARTICLE 4. MAINTENANCE AND REPAIR

Until such time as the United States shall make use of the Premises, the Trust Territory shall safeguard at its sole expense all unused portions of the Premises and existing improvements thereon in their existing condition against impairment, destruction and loss from other than natural causes. Upon future improvement of the Premises, whether by means of rehabilitation of existing improvements or by means of construction of new facilities, the responsibility for the maintenance and repair of such improvement and the cost thereof shall rest with the party causing such improvement to be made providing such improvement is for the sole use of such party. In the case where future improvements including, but not limited to, such things as access roads, taxiways and parking ramps, are designed to be, or may become at some time after their construction, jointly used by the parties, hereto, the cost of their maintenance and repair shall be shared by the parties hereto in direct proportion to their actual use thereof. Cost sharing should not be required from the Department of Defense unless its use becomes substantial as defined by the Federal Aviation Administration for purposes of 49 USC 1718(5).

ARTICLE 5. NO EXPENSE TO UNITED STATES

The use and occupancy granted by this Agreement to the Trust Territory shall 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.

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ARTICLE 6. SITING AND CONSTRUCTION OF FUTURE IMPROVEMENTS

It is mutually agreed that future improvements such as, but not limited to, terminals, hangars, cargo terminals and the like shall be for the exclusive use of the party who causes such improvements to be constructed. Upon entering this Agreement the Trust Territory and the United States shall cause to be prepared a master site plan for the Premises, which plan may be modified from time to time, and which shall be formally approved by both parties. All succeeding construction shall be in conformity to the said master site plan. The Trust Territory shall submit construction plans showing site location and structural details for each facility to be erected by it or with its permission to the Commander, Pacific Division, Naval Facilities Engineering Command for expeditious review and approval. Such review shall take into account conformity to master site plan, structural integrity, and compliance with Air Force and FAA aviation standards.

ARTICLE 7. HOLD HARMLESS

To the extent legally permissible, the Trust Territory shall hold the United States harmless from any claims and damages, or other liability, resulting from its use and occupancy of the Premises, or resulting from use thereof, or presence thereon, by others, including persons connected or associated with commercial operations or enterprises authorized by the Trust Territory, or any agent, representative, or guest thereof.

ARTICLE 8. RESIDENTIAL DWELLINGS

No residential dwellings or settlements shall be established on the Premises, or any part thereof.

ARTICLE 9. REMOVAL OF PROPERTY

Upon termination or surrender of this Agreement as provided in Article 2 above, the Trust Territory shall vacate the Premises, or, in the event of war or national emergency, those portions of the Premises directed to be vacated by the United States. The Trust Territory and its assigns will be given a reasonable time within the limitations of the circumstances to remove any of its property from the Premises.

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In the event of inconsistencies between this and previous Agreements covering the same subject matter, this Agreement shall be, and is deemed to be, controlling.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

UNITED STATES OF AMERICA

GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS

BY John L. McLucas  
JOHN L. MCLUCAS  
Acting Secretary of the Air Force  
DATE 27 April 1972

BY Edward E. Johnston  
EDWARD E. JOHNSTON  
High Commissioner  
DATE 5 May 1972

APPROVED AS TO FORM

APPROVED FOR THE DIVISION OF LANDS AND SURVEYS

Richard I. Miyamoto  
RICHARD I. MIYAMOTO  
Attorney General  
DATE 5 May 72

Shigenori Yamada  
for KOZO YAMADA  
Chief, Lands & Surveys  
DATE May 8, 1972

APPROVED FOR THE DEPARTMENT OF PUBLIC WORKS

APPROVED FOR THE MARIANA ISLANDS DISTRICT

Gordon W. Bradley  
GORDON W. BRADLEY  
Director of Public Works  
DATE May 9, 1972

Francisco C. ADA  
FRANCISCO C. ADA  
District Administrator  
DATE May 5, 1972

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