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Draft
October 30, 1974

ARTICLE VIII

Land

Section 801.(A) All right, title, and interest in and to real and personal property in the Northern Mariana Islands owned or held by the government of the Trust Territory of the Pacific Islands will be transferred to the government of the Northern Mariana Islands upon the effective date of this section; provided, however, that the President may exclude therefrom, for a period not to extend beyond termination of the Trusteeship Agreement, such right, title and interest in and to such real or personal property as is necessary for active use by the government of the Trust Territory in the administration thereof.

(B) All right, title, and interest in and to real and personal property in the Northern Mariana Islands owned or held by the government of the Trust Territory of the Pacific Islands on the day preceding the termination of the Trusteeship Agreement will be transferred to the government of the Northern Mariana Islands upon termination.

(C) The government of the Northern Mariana Islands will take the rights, titles, and interests which will be conveyed to it under this section subject to the valid claims and rights or interests of others respecting such real or personal property.

Section 802. (A) The following property shall be made available to the United States by lease in accordance with this article to enable it to carry out its defense responsibilities:

- (1) On Tinian Island, approximately 17,475 acres and the water immediately adjacent thereto to establish a military base to be used by all services;
- (2) On Saipan Island, approximately 482 acres adjacent to Isley Field, together with the continued joint use of Isley Field, and approximately 197 acres at Tanapag Harbor;
- (3) On Farallon de Medinilla Island, approximately 229 acres encompassing the entire island, and the water immediately adjacent thereto.

(d) The United States has no present need for or intention to acquire any additional land, or any greater interest in land than that which is granted to it in accordance with this agreement, in order to carry out its defense responsibilities.

Section 803. (A) The government of the Northern Mariana Islands shall cause the lease for the property described in section 802 to be executed. The terms of the

lease shall conform to the provisions of this agreement and shall implement the recommendations of the Joint Land Negotiating Committee established by the Marianas Political Status Commission and the President's personal representative, and shall not contain limitations on the use of the property leased which conflict with the basic responsibilities and authorities of the United States under this agreement.

(B) The terms of the lease for the property described in Section 802 shall include, but not be limited to, the following:

- (1) The property shall be made available to the United States for an initial term of 50 years and the United States shall have one option to renew the lease for an additional 50 year period;
- (2) The United States shall reimburse the government of the Northern Mariana Islands for the actual cost of obtaining title to the land described in Section 802 and the actual cost of removing any and all encumbrances with respect to such land which would be inconsistent with the lease to the United States pursuant to this agreement;

- (3) The lease shall become effective and the United States shall obtain the right to use and occupy the land described in Section 802 upon payment by the United States of the sum stated in subsection (4) hereof, provided that if the United States does not make such a payment within five years after the approval of this agreement the lease shall be null and void and of no further force and effect, and provided further, that for each year or portion thereof after the expiration of the first year after the approval of this agreement by the United States and until the expiration of five years after such approval or the payment by the United States pursuant to subsection (4) hereof, whichever occurs first, the United States shall pay to the government of the Northern Mariana Islands a sum equal to ten percent of the amount stated in subsection (4), reduced by an amount which bears the same ratio to such sum as the number of acres owned or held by the government of the Northern Mariana

Islands bears to the total acreage described in Section 802, in recognition of the inability of the people of the Northern Mariana Islands to make full use of such land because it may have to be made available to the United States;

- (4) The United States shall pay to the government of the Northern Mariana Islands \$33 million for the rights granted to the United States in the property described in Section 802, provided that this sum shall be adjusted for each fiscal year by a percentage which is the same as the percentage change in the Guam consumer price index using 1975 as the base year;
- (5) If the United States exercises its option to renew the lease for an additional 50 year period it shall pay upon the beginning of such 50 year period an amount which represents just compensation for the interest in land which it will have obtained, but nothing shall prevent the United States from the continued use and occupancy of the land described in

Section 802 until the amount which represents just compensation is determined;

- (6) Upon failure by the United States during a period of five years to make substantial and frequent use of the property, or of any significant portion thereof, for the purpose for which the property has been made available, the interests of the United States in such property granted pursuant to the lease and its agreement shall be terminated, provided however, that the United States will be permitted to remove such personal property as it is permitted to remove pursuant to applicable law;
- (7) Consistent with the intended use by the United States, the people of the Northern Mariana Islands shall have maximum use of and accessibility to the land and other natural resources made available to the United States, and such use and access shall be on a non-discriminatory basis;

- (8) There shall be joint civilian and military use of the air field to be constructed on the Island of Tinian, and of the harbor at Jan Jose village on Tinian, for which appropriate civilian authorities will become responsible;
- (9) In the course of building the infrastructure and facilities for its operations, the United States shall, to the maximum extent practicable, work jointly with the people of the Northern Mariana Islands in promoting the development of the local community through the joint use and development of power, water and similar facilities;
- (10) The United States will enter into leasebacks to the government of the Northern Mariana Islands on a nominal fee basis for agricultural and other appropriate purposes for the maximum period of time and relating to the maximum amount of property which is consistent with the responsibilities of the United States under this agreement;

- (11) In utilizing the property to be made available to it, the United States shall act in the manner which accords full respect to the environment of the Northern Mariana Islands and to the safety of the people and property therein;
- (12) The United States shall to the maximum extent possible utilize and cause its contractors and employees to utilize the resources and services of the people of the Northern Mariana Islands with respect to construction and supply relating to the use of the property made available to it in accordance with this agreement, and the United States will provide technical and financial assistance to the people of the Northern Mariana Islands in accordance with applicable law to assure their participation in economic activity relating to the use of the property by the United States;
- (13) There shall be established a Joint Committee on Civilian-Military Affairs to which any person with a grievance relating to the presence of the United

States military in the Northern Mariana Islands may submit such grievance, and which will make a good faith effort to resolve such grievance; and

- (14) Upon an adjudication by a court of proper jurisdiction that the United States has breached any provision of the lease or of this agreement, and upon a failure of the United States to correct a breach within a reasonable time, the government of the Northern Mariana Islands may cause the lease to be terminated, but shall not terminate the lease under any other circumstance.

Section 804. (A) The government of the United States will cause all agreements between it and the government of the Trust Territory which grant to the government of the United States use or other rights in real property located within the Northern Mariana Islands, other than real property described in Section 802, to be terminated upon or before the approval of this agreement.

(B) The government of the United States will cause all agreements between it and the government of the Trust Territory which grant to the government of the United States use or other rights in real property located in the Northern

Mariana Islands described in Section 802 to be terminated upon or before the execution of the lease for the property described in Section 802.