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Draft - MSH
October 30, 1974

ARTICLE VIII
Property
~~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 ~~or~~ rights or interests of others respecting such real or personal property.

Section 802. (A) The following property ^{will} ~~shall~~ be made available to the United States by lease in accordance with this ^A 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.

^b
(d) The United States ^{by its approval of this Agreement will affirm that it} has no present need for or ^{property} ~~land~~, or any greater intention to acquire any additional ^{property} ~~land~~ than that which is granted to it in accordance with this ^A Agreement, in order to carry out its defense responsibilities.

Section 803. (A) The ⁶ Government of the Northern Mariana Islands ^{will} ~~shall~~ cause the lease for the property described in ^S Section 802 to be executed. The terms of the

of the President of the United States

lease ^{will} ~~shall~~ conform to the provisions of this Agreement, and ^{will} ~~shall~~ implement the recommendations of the Joint Land Negotiating Committee established by the Marianas Political Status Commission and the ~~President's~~ ^P Personal Representative, and ^{will} ~~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.

(F) The terms of the lease for the property described in Section 802 ^{will} ~~shall~~ include, but ^{need} not be limited to, the following: *

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

in this Section of the status agreement.

* ^{detailed} The provisions in this subsection could be stated briefly in narrative form, as is done in Cov. § 704, if these detailed provisions are incorporated into the recommendations of the Joint Land Negotiating Committee or in a memorandum agreement executed by Williams to which reference could be made

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(3) The lease ^{will} shall become effective and the United States ^{will} shall obtain the ^{interest in} right to use and occupy the ^{property} land described in Section 802 ^{under the lease} upon payment by the United States of the sum ^{determined by paragraph} ~~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 ^A agreement the lease ^{will} shall be null and void and of no further force and effect; and provided further, that ~~for~~ ^{following} each year or portion thereof ~~after~~ the expiration of the first year after the approval of this ^A agreement, ~~by the United States and~~ until the expiration of five years after such approval, or ^{with} the payment by the United States ^{of the sum determined by paragraph} ~~pursuant to subsection~~ ^{paragraph} ~~section~~ (4) hereof, whichever occurs

first, the United States ^{will} shall pay to the Government of the Northern Mariana Islands a sum ~~equal to~~ [ten] percent of the amount ^{determined by paragraph} ~~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

which bears the same ratio to

^{within the area described in Section 802/}
Islands bears to the total acreage ^{therein,}
~~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 ^{will} ~~shall~~ pay to the
Government of the Northern Mariana
Islands \$ ~~3~~ ¹ million for the ^{interests} ~~rights~~
granted to the United States in the
property described in Section 802,
provided that this sum ^{will} ~~shall~~ be adjusted
for each fiscal year ^(with its paid) 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 ^{will} ~~shall~~ pay ^{to the Government of} ~~upon the~~
~~the Northern Mariana Islands~~
~~beginning of such 50 year period an~~
~~amount which represents just compensation~~
for the ^{in property of Islands through the exercise} ~~interests in land which it will~~
~~of the option,~~ ^{will} ~~have obtained,~~ but nothing ~~shall~~ prevent
the United States from the continued use
and occupancy of the ^{property with respect to which} ~~land described in~~

it exercises its option

~~Section 002~~ 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~~ THIS Agreement ~~shall~~ ^{will} be terminated, provided however, that the United States will be permitted to remove ^{therefrom} 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~~ ^{will} have maximum use of and accessibility to the ~~land~~ ^{property (including beaches, waters)} and ^{and} other natural resources) ^{used} ~~made available~~ to the United States, and such use and access ~~shall~~ ^{will} be on a ~~non-discriminatory~~ basis, no less favorable than that of the ~~military~~ ^{their} and dependants for non-defense purposes;

personal

- (8) There ^{will} ~~shall~~ be joint civilian and military use of the air field to be constructed on the Island of Tinian, and of the harbor at ^{San} ~~San~~ Jose Village ^{on the Island of} Tinian, ^{and} ~~for which~~ appropriate civilian authorities ^(for the harbor) will become responsible;
- (9) In the course of building ^{necessary} ~~the~~ infrastructure and facilities ~~for its operations~~, the United States ^{will} ~~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 ^{for a} ~~on a~~ nominal fee basis ^{practicable} for agricultural and other appropriate purposes for the maximum ^{practicable} period of time ^{practicable} and ~~relating to~~ the maximum ^{one} 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~~ ^{will} 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~~ ^{will} to the maximum extent ~~possible~~ ^{practicable} utilize and cause its contractors and employees to utilize the resources and services of the people of the Northern Mariana Islands ~~with respect to~~ ⁱⁿ construction and supply ^{activity} relating to ~~the use of the property made available~~ ^{leased} to ~~it~~ ^{the United States} 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 such~~ property by the United States;
- (13) There ~~shall~~ ^{will} 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.

Not provided for in the lease itself.

Section 804. (X) 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.

(X) 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

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[and the property now used by the United States Coast Guard]

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

[(c) The terms and conditions under which the United States will have interests in the property now used by the United States Coast Guard will be determined by negotiations in good faith between the Government of the Northern Mariana Islands and the Government of the United States,)]

Section 805. [Alienation restrictions]

Section 806. [US future land acquisition]

and the United States shall have continued use of such property until such negotiations are completed or the Trusteeship is terminated, whichever first occurs.