

U. S. Draft December 11, 1974

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(Technical Agreement to be signed concurrently with the Covenant)

TECHNICAL AGREEMENT REGARDING UNITED STATES LAND ACQUI-
SITION IN THE NORTHERN MARIANA ISLANDS

The Marianas Political Status Commission and the United States of
America,

Considering that the United States and the people of the
Northern Mariana Islands have today entered into a formal Covenant providing
for the establishment of a Commonwealth of the Northern Mariana Islands in
political union with the United States, hereinafter referred to as the
Covenant;

Recognizing that Article VIII, Section 802 of that Covenant makes
provision for accommodation of United States land needs in the Northern
Mariana Islands for defense purposes;

Noting that the extent of lands required for use by the United States
has been determined and the precise boundaries agreed upon by both parties
hereto; and

Desiring that all basic arrangements relative to land be reduced to a
formal land agreement;

Have now entered into the following technical agreement which will be sub-
ject to subsequent approval by the District Legislature of the Mariana Islands
District of the Trust Territory of the Pacific Islands and becomes effective
on the date that the Covenant comes into force.

PART I. MATTERS TO BE INCLUDED IN LAND CONVEYANCES

1. Description. Lands to be acquired by the United States for defense
purposes are set forth in Section 802 of Article VIII of the Covenant and
are further described as follows:

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2. Acquisition. The land entity established by the Marianas District Legislature to receive and administer public lands in the Northern Mariana Islands will as soon as it is organized release, quit claim, grant and convey to the United States and its assigns fee simple title to the land described in paragraph 1, above in consideration of the sum of \$ _____, such action to become effective on termination of the Trusteeship. Said payment will be made as soon as practicable after the receipt of authorization and appropriation by the Congress of the United States. The United States may enjoy full and unrestricted use of the land immediately upon making the above payment, and a deed of conveyance with special warranties of title and quiet enjoyment will be delivered to the United States Government upon termination of the Trusteeship.

3. Settlement of Claims, Encumbrances, etc. All legal encumbrances on lands described in paragraph 1 above will be removed and all existing claims will be settled by the Government of the Northern Mariana Islands at no additional cost to the United States Government, (for discussion). All rights of the land entity of the Government of the Northern Mariana Islands and/or its predecessor title holders to all lands within the areas described in paragraph 1 now under lease will be assigned to the United States.

4. Leasebacks in the Tanapag and Isely areas, and the area south and east of Tinian runway. Approximately 1,200 acres, south and east of Tinian West Field runway, and the military land areas adjacent to Tanapag Harbor and Isely Field will be made available to the Government of the Northern Mariana Islands under an out grant at such time as the United States obtains use of such land. These out grants will be for an indefinite term

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for the sum of \$1 per acre, but are subject to their being revoked by the United States Government in the event of military need with one year notice except in cases of national emergency where no notice is required. Lands must also be used in a manner compatible with military needs. These compatible uses are defined as follows:

Failure to observe these conditions will subject the out-grant to immediate revocation at the option of the United States Government.

5. Use of acreages in other areas. Other lands within the military area temporarily in excess of military needs will also be made available for agricultural or grazing purposes. These areas may be progressively and substantially reduced as military use of the land increases. Land made available under these criteria will be subject to safety and security considerations and applicable regulations, and use will be permitted in accordance with appropriate regulations for out grants at that time.

6. Civilian Aviation Terminal Facilities, West Field, Tinian. Land will be made available to the Government of the Northern Mariana Islands without cost adjacent to the present or future runway on West Field for present and future needs of the Government of the Northern Mariana Islands to provide civil aviation terminal facilities on Tinian including, but not limited to, apron, aircraft parking, terminal building(s), automobile parking and roadways, convenient to the main runway as practicable. Military and civil aviation safety and security regulations will be fully accommodated in the design and construction of any new civil aviation facilities constructed by the Government of the Northern Mariana Islands.

]The MPSC version of Part I is found in subsections 1-6 of the MPSC version of Article VIII of the Covenant.]

PART II. JOINT USE

The United States Government or its agent will enter into joint use agreements with a duly authorized agency or agencies of the Government of the Northern Mariana Islands, when such agency or agencies have been established by the Government of the Northern Mariana Islands, which will cover inter alia the following:

1. San Jose Harbor, Tinian. After initial upgrading of the San Jose Harbor by the United States, the parties to this agreement will maintain wharves and facilities under their respective control. At such time as fuel construction is planned, fuel and fuel related facilities will be designed and operated in a manner which will permit commercial shipping operations during the transfer of fuel. Each party may make use of the facilities of the other on a reimbursable basis as may from time to time prove practicable and be mutually agreed. The port will remain under civilian control.

2. West Field, Tinian

(a) General Use. There will be joint civil-military use for aviation purposes with exceptions for safety of flight and non-interference with military operations on the runway. (Operational responsibility during normal operations and military exercises, etc., for discussion)

(b) Development Costs. The cost of improving and maintaining present civil terminal facilities will be borne by the Government of the Northern Mariana Islands. The United States will pay to the Government of the Northern Mariana Islands the fair market value of the present terminal facility at West Field, Tinian and will out-grant for the sum of \$1 the

facility for future use. Should it become necessary to relocate the current terminal facilities the United States will assist in the development of ancillary terminal facilities, such as paving an aircraft parking apron and a parking area and access roadways for automobiles, consistent with applicable federal law. Should these terminal facilities subsequently have to be relocated because of unforeseen developments, it is agreed that use of the runway and adjacent taxiway by civil aviation will continue on the same basis as before relocation, and that appropriate relocation costs of the terminal facility, apron parking areas will be borne fully by the United States.

(c) Fuel Supplies. When available, standard military aviation fuels and oils will be supplied, subject to Federal Energy Administration allocations, on a cost basis by the Government of the United States to the Government of the Northern Mariana Islands for civil and compatible commercial aviation needs on Tinian. It is understood that provision of such fuels and oils will not be permitted to compete with private commercial enterprise performing this service.

(d) Terminal Utilities. The Government of the United States, during its planning of the base facilities, will take into consideration the needs of the civilian terminal area for water, power, telephone and other utilities applicable to a terminal facility so as to make available to the civilian terminal appropriate utility hookups at the closest practicable locations to allow for civilian development of these utilities

and joint use thereafter on a reimbursable basis.

(e) Use of Present Facilities. The used facilities presently in existence at the West Field location and the use of the present air strip will be permitted to continue on an uninterrupted basis prior to, during and subsequent to initial construction upgrade and during any future improvement program. There will be close coordination with the Government of the Northern Mariana Islands to insure as little hardship as possible should interruptions of the use of the present West Field and its terminal facilities be necessary. The use of a runway and taxi-way(s) may be curtailed from time to time to allow appropriate and adequate construction and repair work to be accomplished. This construction and repair work will at all times be coordinated with the civilian community so as to minimize the hardships involved.

(f) U.S. Facilities. When the United States establishes an operational military airfield at West Field, Tinian, the United States will provide such aircraft and structural fire protection services and aircraft crash rescue services as are available. The cost of such services shall be borne by the United States, subject to charging appropriate fees to users of these services.

(g) Landing Fees. At such time as the military forces take over operation of West Field commercial aircraft will be charged the minimum allowable landing fees according to standard policy of the appropriate military department, and collection will be in accordance with the terms of the formal joint use agreement.

(h) Security, Access, Customs. Access to the civilian air terminal area will be unrestricted. Security in and around the civilian air terminal and the operation and maintenance of the civilian facilities will be the

responsibility of the Government of the Northern Mariana Islands or its representative. Customs inspections of all persons, baggage and freight will be in accord with all applicable laws and implementing regulations with the general principle established whenever and wherever possible this customs inspection shall be performed in the military area by customs inspectors arranged for by the military and in the civilian area by customs inspectors arranged for by the Government of the Northern Mariana Islands.

PART III - SOCIAL STRUCTURE ARRANGEMENTS

The following provisions are agreed between the parties and shall, unless modified by mutual consent of the duly authorized representatives of the United States Government and the Government of the Northern Mariana Islands, serve as guidelines for the future relations between the United States military forces in the Northern Mariana Islands and the civilian authorities thereof:

1. Fishing and Shoreline Activities, Tinian. All shoreline areas in and around the northern two-thirds of Tinian shall remain open to fishermen at all possible times except for those limited areas that must be closed to comply with safety, security and hazardous risk requirements as may develop from military or commercial activities.

2. Beaches, Tinian. There will be access to beach areas in the northern two-thirds of Tinian for recreational purposes by the civilian community. During times of maneuvers and military operations the use of certain beaches or areas of the beach will be restricted. Closure for such purposes, however, shall be kept to a minimum and shall be consistent with mission requirements. Conduct and use of these areas will be governed by applicable regulations and use will principally be governed by the interests of safety and security.

It is recognized that some beaches may be permanently closed due to operational requirements.

3. Utilities. Utilities planning will be undertaken for Tinian on an island-wide basis, taking into account reasonable projections of civilian population and at the time development by the military becomes necessary. Planning accomplished by the United States will be closely coordinated with planning by the Government of the Northern Mariana Islands. The Government of the Northern Mariana Islands will bear the cost of civilian planning by either undertaking the planning work or reimbursing the United States for planning services. The Government of the Trust Territory of the Pacific Islands will take such necessary action to obtain such Federal funds as are available for such planning pursuant to the Housing and Community Development Act of 1974. When utilities are constructed for military purposes, the United States will make excess capacity of utilities available to the civilian community on Tinian on an appropriate fee basis if desired. Use of this excess capacity by the civilian community is to be without contribution into the development costs of the capacity. The United States will not be expected to insure or create any guaranteed capacity for the civilian community on Tinian.

4. Water. Potable water will be made available to the United States by the Government of the Northern Mariana Islands at a mutually agreed cost.

5. Medical Care. In accordance with applicable guidelines and regulations emergency care in military facilities established on Tinian for all U.S. citizens or nationals residing on Tinian will be provided by the military when available on the island. In addition at that time medical care in military health facilities on Tinian on a non-emergency basis will be provided to resi-

dents of Tinian where civilian capability is non-existent, subject to the capacity and capability of the military and professional staff and availability of such Tinian military health facilities. Costs for all medical care will be at the prevailing reimbursement rates.

6. Fire Protection. When military firefighting facilities become necessary, a mutual fire protection aid agreement similar to that type of an agreement presently provided voluntarily by the military services in other locations will be entered into between the military facility on Tinian and the local community. Thus maximum beneficial use may be made of military and civilian capability as available on a reciprocal basis at minimum cost to either party.

7. Schools. At such time as military dependents are stationed on the base in substantial numbers appropriate governmental agencies of both parties will expand and improve the school system on Tinian to meet local needs.

8. Base Exchange, Commissary and Movies. At such time as an operating base is established purchasing of commodities by the civilian community from the base exchange and commissary will be prohibited, but use of base movies by the civilian community as guests in accordance with existing regulations will be permitted.

PART III. IMPLEMENTATION

This technical agreement will become effective upon final approval of the Covenant. Subordinate formal implementing agreements are to be executed when practicable. The provisions of Part I, however, shall be incorporated into an appropriate instrument of conveyance between the parties indicated

as soon as possible and if it is completed before the effective date of this technical agreement it will supercede Part I.

DONE IN ACCORDANCE WITH THE TERMS OF PART I THIS ____ DAY OF _____,
19__ IN SAIPAN

FOR THE UNITED STATES OF AMERICA

FOR THE MARIANAS POLITICAL STATUS COMMISSION

MEMBERS OF THE MARIANAS POLITICAL STATUS
COMMISSION