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ARTICLE VIII

PROPERTY

Section 801. All right, title and interest of the Government of the Trust Territory of the Pacific Islands in and to real property in the Northern Mariana Islands on the date of the signing of this Covenant or thereafter acquired by it in any manner whatsoever, will, no later than upon the termination of the Trusteeship Agreement, be transferred to the Government of the Northern Mariana Islands. All right, title and interest of the Government of the Trust Territory of the Pacific Islands in and to all personal property on the date of the signing of this Covenant, or thereafter acquired by it in any manner whatsoever, will, no later than upon the termination of the Trusteeship Agreement, be distributed equitably in a manner to be determined by the Government of the Trust Territory of the Pacific Islands in consultation with those concerned, including the Government of the Northern Mariana Islands.

Section 802. (a) The following property will be made available to the United States by lease to enable it to carry out its defense responsibilities;

(1) On Tinian Island, approximately 17,799 acres (7,203 hectares) and the waters immediately adjacent thereto;

(2) On Saipan Island, approximately 177 acres (72 hectares) at Tanapag Harbor; and

(3) On Farallon de Medinilla Island, approximately 206 acres (83 hectares) encompassing the entire island and the waters immediately adjacent thereto.

(b) The Government of the Northern Mariana Islands or its duly authorized representative will lease the property described in Subsection (a) to the Government of the United States. The lease will have a term of 50 years, and the Government of the United States will have the option of renewing the lease for all or part of such property for an additional term of 50 years if it so desires at the end of the first term.

(c) The Government of the United States will pay to the Government of the Northern Mariana Islands or its duly authorized representative which enters into the lease described in this Section, in full settlement of the lease, including the renewal term, if any, the total sum of \$19,520,600, determined as follows:

(1) For that property on Tinian Island,
\$17,500,000;

(2) For that property on Tanapag Harbor on Saipan Island, \$2,000,00 and;

(3) For that property known as Farallon de Medinillia, \$20,600.

The sums stated in this Subsection will be adjusted for by a percentage which will be the same as the percentage change in the Guam Consumer Price Index from the beginning of fiscal year 1975 until the sums are paid.

(d) The United States affirms that it has no present need or intention to acquire any greater interest in the property to be leased to it in accordance with this Covenant, or to acquire any additional property in order to carry out its defense responsibilities.

Section 803. (a) A separate Technical Agreement Regarding United States Land Use in the Northern Mariana Islands will be executed simultaneously with this Covenant. The terms of the lease to the United States will be in accordance with this Covenant and with the terms of the Technical Agreement. The Technical Agreement will also contain terms relating to the lease-back of property to the Government of the Northern Mariana Islands, to the joint use arrangements for San Jose Harbor and West Field on Tinian Island, and to the principles which will govern the social structure relations between the United States military and the Northern Mariana Islands civil authorities.

(b) The United States will lease-back to the Government of the Northern Mariana Islands from the property to be leased to it in accordance with this Covenant, the following property:

(1) On Tinian Island, approximately 6,400 acres; and

(2) At Tanapag Harbor on Saipan Island, approximately 44 acres.

(c) The property which will be leased back to the Government of the Northern Mariana Islands in accordance with this Section will be used only for purposes which are compatible with the intended military use. The Government of the Northern Mariana Islands will pay to the Government of the United States the sum of \$1 per acre per year for each acre which is leased back in accordance with this Section. In other respects, the terms of the lease-backs will be in accordance with the Technical Agreement described in Subsection (a).

(d) The Government of the United States will make available to the Government of the Northern Mariana Islands at no cost 133 acres from the property to be leased to the Government of the United States at Tanapag Harbor on Saipan Island. This land will be set aside by the Government of the Northern Mariana Islands as public park to serve as a memorial to the American and Marianas

dead in World War II. The Government of the Northern Mariana Islands will place the \$2 million it receives from the Government of the United States for the lease of this land into a trust fund, which, in accordance with the Technical Agreement, will be used for development and maintenance of the park.

Section 804. (a) The Government of the United States will cause all agreements between it and the Government of the Trust Territory of the Pacific Islands which grant to the Government of the United States use or other rights in real property in the Northern Mariana Islands to be terminated upon or before the effective date of the Section. All right, title and interest of the Government of the Trust Territory of the Pacific Islands in and to any real property with respect to which the United States Government enjoys such use or other rights will be transferred to the Government of the Northern Mariana Islands or its duly authorized representative at the time of such termination. At the time such right, title and interest is so transferred, the Government of the Northern Mariana Islands or its duly authorized representative will assure the Government of the United States the continued use of real property then actively used by it for civilian governmental purposes, on terms comparable to those enjoyed on the date of the signature of this Covenant

by the Government of the United States under its arrangement with the Government of the Trust Territory of the Pacific Islands with respect to such property.

(b) All facilities at Isley Field developed with federal aid and all facilities at that Field useable for the landing and takeoff of aircraft will be available to the United States for use by military and naval aircraft in common with other aircraft at all times without charge, except that if the use by the military and naval aircraft shall be substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining the facilities so used may be charged.

Section 805. Except as otherwise provided in this Article, and notwithstanding the other provisions of this Covenant, or the provisions of the Constitution and laws of the United States applicable to the Northern Mariana Islands, the Government of the Northern Mariana Islands, in view of the importance of the ownership of land for the culture and traditions of the people of the Mariana Islands, in order to protect them against exploitation and to promote their economic advancement and self-sufficiency:

(a) will until 25 years after the termination of the Trusteeship Agreement, and may thereafter, regulate the alienation of permanent and long-term interests in real property so as to restrict the acquisition of such

interests to persons of Northern Mariana Islands descent;
and

(b) may regulate the extent to which a person
may own or hold land which is now public land.