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CHANGES BY COL. SMITH 1-17-75:kkc
U.S. Draft - January 2, 1975

(Technical Agreement to be signed concurrently with the Covenant)

TECHNICAL AGREEMENT REGARDING UNITED STATES LAND ACQUISITIONS IN THE NORTHERN MARIANA ISLANDS

The Marianas Political Status Commission and the Personal Representative of the President of 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 Sections 802 and 803 of Article VIII of that Covenant contain provisions relating to the acquisition of land by the United States in the Northern Mariana Islands for defense purposes;~~

Noting that the extent of land 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 subject to subsequent approval by the District Legislature of the Mariana Islands District of the Trust Territory of the Pacific Islands and become effective on the date that Sections 802 and 803 of the Covenant come into force.

PART I. MATTERS TO BE INCLUDED IN LAND LEASES WITH THE UNITED STATES.

1. Description. Lands to be leased by the United States for defense purposes are set forth in Article VIII, Section 802, of the Covenant and are further described in Exhibit A, attached, and depicted on the map attached as Exhibit B.

2. Acquisition. The land entity established by the Marianas District Legislature to receive and administer public lands in the Northern Mariana Islands pursuant to Secretarial Order No. 2969 will, as soon as it is organized, enter into a lease with the duly authorized representative of the U.S. Government under the terms set forth in Article VIII, Section 803, of the Covenant.

Payment under the lease 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. The amount to be paid will be adjusted at the time of payment to reflect any percentage change, up or down, in the Guam Consumer Price Index between the time of signature of the Agreement and the time of payment.

Should payment not be made within five years from the effective date of this Agreement then this Agreement shall automatically terminate and both parties will be released from all liability or obligations created by this Agreement.

DDO. to PROSEC WDC

3. Settlement of Claims, Encumbrances, etc. All legal encumbrances on lands described in paragraph 1 above, except for the Micronesian Development Corporation lease, 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. The United States will, however, pay all Title II benefits due under the Uniform Relocation and Real Property Acquisition Policies Act of 1970.

The Government of the Northern Marianas' lease of property to the United States Government on Tinian will be subject to the present Micronesian Development Corporation lease which will continue according to its terms. The U.S. Government will be responsible for any damages resulting from early termina-

tion of the Marianas Development Corporation lease at United States initiative. Should the Micronesian Development Corporation lease be terminated at the request of the Government of the Northern Mariana Islands, the Government of the Northern Mariana Islands will be responsible for any resulting damages and will hold the United States harmless from all claims arising by reason of such termination.

4. Leasebacks. *DDI to P. Hill will*

A. Tinian.

(1) General. All leasebacks on Tinian made pursuant to this Agreement will be subject to the following restrictions to be contained in the leases and will be incorporated in any subleases executed by the Government of the Northern Mariana Islands:

- a. ~~Uses of land must be compatible with planned military~~ activities;
- b. There will be no permanent construction without prior U.S. consent;
- c. FAA safety zone areas apply with respect to land use;
- d. ~~Uses that damage or have a detrimental effect on subsequent~~ use of the land will not be permitted.
- e. All lease backs will be subject to cancellation upon one year's notice, or sooner in the event of urgent military requirement or national emergency.
- f. Provisions for fair compensation in the event of cancellation or early termination will be included.

(2) Area South of Present West Field. Approximately 1,335 acres lying south of West Field including the harbor area (as indicated on Exhibit B) will be made available to the Government of the Northern Mariana Islands under lease back from the United States at such time as the United

States obtains use and occupancy rights under the Tinian lease. This lease back will be for a term of ten years with renewal rights upon request for an additional ten years upon the approval of the U.S. Government, except for the harbor area which will be for up to five year basis renewable with U.S. approval. These lease backs will be for the sum of \$1 per acre per year, but are subject to revocation by the United States Government in the event of military need with one year notice except in case of national emergency where no notice is required. The Government of the Northern Mariana Islands may in turn sublease these lands on terms compatible with the lease back with such leases subject to immediate revocation in the event of violation of their terms. Permissible uses are grazing, agriculture that does not interfere with flight safety and other possible uses that may be approved from time to time by the U.S.

(3) Area North of Present West Field and East of Broadway.

The lands north of West Field and east of Broadway, indicated in Exhibit B, will continue to be used in accordance with the terms and conditions of the current lease with the Micronesian Development Corporation. This includes approximately 4,010 acres.

(4) Military Maneuver Area on Tinian--Grazing. The United States will lease back all but two of those existing grazing leases in the proposed maneuver area north of West Field shown in Exhibit B. Substitute grazing leases will be made available within areas set aside for maneuvers north of West Field for the two leases indicated in Exhibit B which are presently located in areas with a high probability of their being used by U.S. forces which render them unsuitable for lease back. This agree-

ment is limited to accommodation of valid existing leases. All such leases will be for five years at \$1 per acre per year, renewable for additional five year periods, but subject to the same restrictions as ten year lease backs. Grazing will be the only use permitted. 1,113 acres will be leased back in this category.

(5) Military Maneuver Area on Tinian--Present Private Owners. There are 38 deeded homestead parcels and six pending homesteads in the maneuver area as indicated on Exhibit B. The Government of the Northern Mariana Islands will acquire this land at no additional cost to the United States Government. The Government of the Northern Mariana Islands will provide an opportunity for the owners of these homesteads who may be eligible for new homesteads as a result of their displacement to exchange their land with comparable lands outside the military area. The homestead owners will be fully compensated by the Government of the Northern Mariana Islands if they do not choose this exchange and will in addition receive whatever relocation compensation and assistance to which they would be entitled under U.S. law. After this land now held as homesteads is acquired by the United States by lease from the Government of the Northern Mariana Islands the United States will on a case-by-case basis on request lease it back to those former owners who wish to continue to farm the land on the same terms indicated in paragraph 3 above. Approximately 503 acres are involved in this category.

(6) Civilian Aviation Terminal Facilities, West Field. The presently existing civilian air terminal may remain until U.S.

U.S. military requirements are determined, that necessitate its relocation. Any such determination is the sole prerogative of the U.S. Department of Defense. Land will be made available at nominal cost adjacent to the present or a future runway for civilian terminal facilities including, aprons, aircraft parking, terminal building(s), automobile parking and roadways. If a future relocation becomes necessary, the United States will reimburse the Government of the Northern Mariana Islands for fair value of this terminal building and make alternate land available also at nominal cost, as near to the runways and related taxiways as practicable, for construction by the Government of the Northern Mariana Islands of new terminal facilities. The costs of relocating the terminal facilities along with construction costs for necessary replacement of apron and parking areas will be borne by the United States. Ample land provisions will be made, also at nominal cost, for necessary growth and expansion of the civilian facility.

The total area covered by the U.S. proposal for lease back on Tinian is approximately 6,458 acres.

B. Saipan

(1) Tanapag Harbor. The United States will make available to the Government of the Northern Mariana Islands without cost 133 out of the 177 acres set aside in Tanapag Harbor. This will be used for a memorial to Americans and people of the Marianas who died in World War II and as a public park. \$2,000,000 of the total funds paid by the United States will be placed in a trust fund by the Government of the Northern Mariana Islands.

Income from this fund will be used to develop and maintain the memorial park. The United States will assist in this development by providing assistance in planning and technical advice. Adequate space will be provided the United States to construct at its expense a memorial to the Americans who died in the Marianas campaign. In addition the Government of the Northern Mariana Islands may erect its own memorial to Marianas war dead at its expense. The remaining 44 acres will be made available to the Government of the Northern Mariana Islands by lease back on the same terms and conditions named in paragraph A(1) above except that uses of the 44 acres must be harbor related and leases will be for ten years and will be automatically renewable.

PART II. JOINT USE

The United States Government or its duly authorized representative 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. San Jose Harbor will initially be under Government of the Northern Mariana Islands control under specific terms of the lease back. If a decision is made by the Department of Defense to implement plans for an operational joint service base on Tinian, appropriate joint control arrangements will be agreed upon for the construction and subsequent periods to accommodate the needs of the civilian community with the military. When the U.S. upgrades the existing harbor the Govern-

ment of the Northern Mariana Islands will upgrade their approximate 600 feet of wharf space or reimburse the U.S. for having such services performed as part of the U.S. construction project.

With respect to the two plots totalling nine acres immediately adjacent to the 600 foot civilian wharf shown on Exhibit B, the Government of the Northern Mariana Islands will place appropriate restrictions on their use for harbor related activities only.

2. West Field, Tinian

A. General Use. For aviation purposes, the Government of the Northern Mariana Islands (GONMI) and the civilian community of Tinian will have continuous joint use of West Field with the exception of safety of flight and non-interference with military operations. The GONMI will have interim operational responsibility for West Field except during periods of military use. During such periods, the Department of Defense will assume operational responsibility and control.

B. Development Costs. The cost of improving and maintaining present civil terminal facilities and future civilian terminal facilities will be borne by the Government of the Northern Mariana Islands.

C. Fuel Supplies. Until the U.S. military takes over control and management of the field, fuel supplies for civilian aviation use will be the responsibility of the Government of the Northern Mariana Islands. Thereafter, as soon as they become available, standard military aviation fuels and oils will be supplied, subject to Federal Energy Administration allocation, 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 enterprises performing this service.

D. Terminal Utilities. The Government of the United States, during its planning of future base facilities, will take into consideration the needs of the future 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 use of facilities presently in existence at the West Field location and the use of the present air strip will continue on an uninterrupted basis prior to, during and subsequent to initial construction upgrade and during any future improvement program to the greatest extent possible. 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 for military operations such as maneuvers, etc. The use of a runway and taxiways 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 any 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 for 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

(1) Access to the present and future civilian air terminal area will be unrestricted.

(2) Security in and around the present and future civilian air terminal and operation and maintenance of the civilian facilities will be the responsibility of the Government of the Northern Mariana Islands or its representative.

(3) Customs inspections of all persons, baggage and freight will be in accord with all applicable laws and implementing regulations with the general principle established that 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 Government of the Northern Mariana Islands (GONMI) has full

responsibility for planning, as well as developing, all facilities and services for the Tinian civil community.

Inasmuch as there are no plans to station U.S. military forces or to construct permanent facilities on Tinian in the near future, military participation in GONMI planning for civilian services will be minimal.

The following provisions, unless modified by mutual agreement of the duly authorized representatives of the United States Government and the Government of the Northern Mariana Islands, will govern the future relations between the United States military forces in the Northern Mariana Islands and the civil authorities thereof:

1. Fishing and Shoreline Activities, Tinian. All shoreline areas in and around the northern two-thirds of Tinian will 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. Marianas citizens will have the same access to beach areas in the military areas of Tinian for recreational purposes as their dependents have for recreational purposes. 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, will be kept to a minimum consistent with military requirements in the interest of safety and security. Conduct of all personnel within the beach areas and use of these areas will be subject to applicable military regulations.

3. Utilities. Utilities planning will be undertaken for Tinian on an island-wide basis, taking into account reasonable projections of civilian population land 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.

a. 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.

b. The Government of the Northern Mariana Islands will take necessary action to obtain such Federal funds as are available for planning pursuant to the Housing and Community Development Act of 1974.

c. 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. Additional capacity can be paid for by the GONMI.

d. 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 medical care in military health facilities on Tinian on a non-emergency basis will be provided to residents 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. 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 IV - IMPLEMENTATION

This technical agreement will become effective when Sections 802 and 803 of the Covenant come into force. Subordinate formal implementing agreements are to be executed as soon as practicable.

DONE 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

ETC.

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DEPARTMENT OF STATE
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Memorandum of Conversation

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DATE: January 17, 1975
4:15 PM

SUBJECT: MPSC Reorganization, MDL Activities

PARTICIPANTS: Vicente N. (Ben) Santos, President, Marianas District
Legislature and Vice-Chairman, Marianas Political Status
Commission
Alf E. Bergesen, Status Liaison Officer

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I called on Ben Santos by appointment to discuss status developments. Ben had been in the United States for several days to testify at the CAB Saipan-Japan route hearings and seemed to me, for the first time, somewhat out of touch with local developments. He had not heard, for example, until I told him, that Pete Tenorio and Oscar Rasa were the new Marianas COM members of the JCFS and hence of the MPSC.

I asked about plans for the February 3 meeting (for purposes of signing the Covenant). Ben said, oh yes, the date is firmly agreed. We discussed inconclusively the question of reaffirming an invitation to the U.S. side.

I asked Ben about reorganization of the MPSC. Ben is anxious to have Eddie Pangelinan back on the Commission, preferably as Chairman, and I inferred Herman Q. Guerrero also. Ben said there were four possibilities for Eddie's returning to the Commission.

1. To replace Pete Tenorio as representative of Marianas business interests (Pete, of course, is on the MPSC but now as COM member).
2. To represent the Saipan municipality--it will be recalled that Ben Camacho has offered to resign in favor of Eddie.
3. As a representative of the District Legislature--there is one vacancy there and Ben has ascertained that the MDL representative does not have to be an MDL member.

Status LNO: *Alf E. Bergesen*:lav 1/20/75

(Drafting Office and Officer)

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FORM DS-1254
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4. Finally, Eddie might replace Senator Borja as representative of the islands north of Saipan.

In response to my question, Ben said that there were no definite plans for the MPSC to meet before February 3. I said that I was aware that the Territorial Party had been studying the draft Covenant and that they had some questions. Ben said the Covenant had been circulated informally to members of the District Legislature as well. (Comment: It appears that although Ben and other members of the MPSC have been giving thought to its reorganization their feeling is that the time is not yet ripe for specific overt moves to that end.)

I asked about MDL consideration of a bill to create an entity to receive Marianas public lands. Ben said the Legislature meets February 3 for 30 calendar days. He told me their counsel, Willens and company, were working on draft legislation for a land entity in Washington.

(Comment: I understand from Jim White that it is expected that a bill similar to the draft creating a Marianas land corporation the MDL dropped in its last session will be reintroduced.)

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