

A P P E N D I X

TECHNICAL AGREEMENT REGARDING USE OF LAND TO BE LEASED,

BY THE UNITED STATES IN THE NORTHERN MARIANA ISLANDS

The duly authorized representatives of the United States and the people of the Northern Mariana Islands,

Considering that they have today entered into a formal Covenant to establish a Commonwealth of the Northern Mariana Islands in political union with the United States;

Recognizing that Sections 802 and 803 of that Covenant contain provisions relating to the use of land to be leased 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 deemed to have been approved when the District Legislature of the Mariana Islands District of the Trust Territory of the Pacific Islands approves the Covenant, and which will become effective on the date that Sections 802 and 803 of the Covenant come into force.

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This Technical Agreement was concluded pursuant to the Provisions of Section 803(c) of the Covenant. Section 803 of the MPSC Memorandum contains a discussion of its terms.

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 Section 802 of the Covenant and are further described and depicted on the maps attached as Exhibits A, B, and C.
2. Acquisition. The Government of the Northern Mariana Islands or the legal land entity established by the Marianas District Legislature to receive and administer public lands in the Northern Mariana Islands, immediately upon request, will execute the lease for the lands being conveyed to the United States Government as described in paragraph 1, above, with the duly authorized representatives of the United States under the terms set forth in Section 803 of the Covenant.

Payment under the lease will be made as soon as practicable after the appropriation of funds 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 by a percentage which is the same as the percentage change, up or down, in the United States Department of Commerce composite price index from the date of signing of the Covenant.

Should payment not be made within five years from the date that Sections 802 and 803 of the Covenant

come into force, then this Agreement will automatically terminate and both parties will be released from all liability or obligations created by this Agreement and Sections 802 and 803 of the Covenant.

3. Settlement of Claims and Encumbrances. Lands leased by the United States Government defined in paragraph 1, above, are subject to the Lease of the Micronesian Development Corporation, which will be allowed to continue in accordance with its terms. All other encumbrances on or any adverse possession of lands described in paragraph 1, above, will be removed and all existing claims will be settled by the Government of the Northern Mariana Islands or by the legal entity at no additional cost to the United States Government. The United States Government will, however, pay all title II benefits due under the Uniform Relocation and Real Property Acquisition Policies Act of 1970.

The United States Government and the Government of the Northern Mariana Islands will consult and coordinate on specific actions by either party that may affect or involve possible adjustments or termination of the Micronesian Development Corporation lease. Both parties will render full assistance to the other towards achieving specific needs with respect to the Micronesian Development Corporation lease, to include either compliance with the terms of the lease, amendments to the lease, or action to terminate

the lease. In no event will either party impede the action of the other with respect to the Micronesian Development Corporation lease. The United States Government will be responsible for damages resulting from a breach or early termination of the Micronesian Development Corporation lease resulting solely from United States initiatives. The Government of the Northern Mariana Islands will be responsible for damages resulting from a breach or early termination resulting solely from its initiatives. Both the United States Government and the Government of the Northern Mariana Islands or its legal entity will hold the other harmless from all claims arising by reason of such breaches or termination.

4. Disposal. Should the property leased to the United States on Tinian not be required for the needs or the discharge of the responsibilities of the United States Government, or otherwise become surplus property under United States law, the Government of the Northern Mariana Islands or the legal entity will be given first opportunity to acquire the interest of the Government of the United States in such property in accordance with United States law.

5. Leasebacks.

A. Tinian.

(1) General. A total of approximately 6,458 acres (2,614 hectares) out of a total of approximately

17,799 acres (7,203 hectares) on Tinian will be leased back from the land on Tinian described in paragraph 1, above, at such time as the lease to the United States Government for the land on Tinian becomes effective. All leasebacks on Tinian made pursuant to this Agreement will be subject to the following restrictions which will be contained in the leases and will be incorporated in any subleases executed by the Government of the Northern Mariana Islands or by the legal entity:

- a. Uses of land must be compatible with planned military activities;
- b. There will be no permanent construction without prior consent;
- c. Federal Aviation Administration 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 leasebacks will be subject to cancellation upon one year's notice, or sooner in the event of urgent military requirement or national emergency; and
- 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 (540 hectares) lying south of West Field including

the harbor area, as indicated in Exhibit A, will be made available to the Government of the Northern Mariana Islands or the legal entity under leaseback. This leaseback will be for a term of ten years with renewal rights for an additional ten years upon the approval of the United States Government, except for the harbor area which will be on a five year basis renewable with United States Government approval. These leasebacks will be for the sum of one dollar per acre per year. The Government of the Northern Mariana Islands or the legal entity may in turn sub-lease these lands on terms compatible with the leaseback, with such sub-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 United States Government.

(3) Area North of Present West Field and East of Broadway. The lands north of West Field and east of Broadway, indicated in Exhibit A, 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 (1,623 hectares):

(4) Military Maneuver Area on Tinian--Grazing Leases. The United States will lease back the land within all but two of the existing grazing leases in the proposed maneuver area north of West Field shown in Exhibit A.

Substitute grazing leases will be made available within areas set aside for maneuvers north of West Field for the two leases indicated in Exhibit A which are presently located in areas with a high probability of their being used by United States forces, which renders them unsuitable for leaseback. This agreement is limited to accommodation of persons actually using this leased land for grazing purposes as of December 19, 1974. All such leases will be for five years at one dollar per acre per year, renewable with United States Government approval for additional periods of up to five years and subject to immediate revocation in the event of violation of their terms. Grazing will be the only use permitted unless authorized by the United States Government. Approximately 610 acres (247 hectares) 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 in Exhibit A. The Government of the Northern Mariana Islands or the legal entity will acquire the land at no additional cost to the United States Government and 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 or by

the legal entity if they do not choose this exchange and will, in addition, receive from the United States Government whatever relocation compensation and assistance to which they would be entitled under United States law. After this land now held as homesteads is acquired by the United States Government by lease from the Government of the Northern Mariana Islands or from the legal entity the United States Government will, on a case-by-case basis and on request, lease it back to those former owners who wish to continue to farm the land for periods of five years at one dollar per acre per year, renewable with United States approval for additional periods of up to five years. Approximately 503 acres (204 hectares) are involved in this category.

(6) Civilian Aviation Terminal Facilities, West

Field. The present existing civilian air terminal may remain until its relocation is determined to be necessary by the United States Government. Sufficient 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 the then-existing terminal building and make alternate land available 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 again relocating the terminal facilities, along with construction costs for necessary replacement of apron and parking areas, will be borne by the United States Government. Ample land provision will be made, also at nominal cost, for necessary growth and expansion of the civilian facility.

B. Saipan--Tanapag Harbor.

The United States Government will make available to the Government of the Northern Mariana Islands without cost 133 acres (53.8 hectares) out of the 177 acres (71.6 hectares) leased to the United States Government at Tanapag Harbor, as indicated in Exhibit B. This area will be set aside for public use as an American memorial park to honor the American and Marianas dead in the World War II Marianas campaign. Two million dollars (\$2,000,000) of the total funds paid by the United States Government will be placed in a trust fund by the Government of the Northern Mariana Islands, or by the legal entity, with income from the fund used to develop and maintain the memorial park. Income from this trust fund may be utilized for other purposes only with the concurrence of the United States Government. The United States will assist in this development by providing assistance in planning and technical advice. Adequate space will be provided the United States Government 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 (17.8 hectares) will be made available to the Government of the Northern Mariana Islands or to the legal entity by leaseback on the same terms and conditions named in paragraph 5A(1), above, as appropriate. Uses of the 44 acres must be harbor-related as determined by the United States. The definition of harbor-related activities will be made available to the Government of the Northern Mariana Islands on request and incorporated in subleases in the area. Leases will be for ten years and will be automatically renewable.

C. Other Leasebacks. The Government of the United States may from time to time lease back other land temporarily in excess within the land described in paragraph 1, above, to the Government of the Northern Mariana Islands or to the legal entity in accordance with applicable laws and regulations.

PART II. JOINT USE

The Government of the United States 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 among other things 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 leaseback. 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 along with military needs. At such time as joint control arrangements become necessary, the feasibility of adopting standards which will permit uninterrupted commercial shipping operations during fuel transfer operations will be investigated so as to minimize the possible interference with civilian activity. When the United States upgrades the existing harbor the Government of the Northern Mariana Islands will upgrade its approximately 600 feet of wharf space or reimburse the United States for having such services performed as part of the United States construction project.

With respect to the two plots totalling approximately nine acres (3.6 hectares) immediately adjacent to the 600 foot civilian wharf shown in Exhibit A, 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 and the civilian community of Tinian will have continuous joint use of West Field with exceptions for safety of flight and priority military operations. The Government of the Northern Mariana Islands will have operational responsibility for West Field, except during periods of military use, until the United States assumes permanent operational responsibility. During such periods the Department of Defense will assume operational responsibility and control.

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

C. Fuel Supplies. After the United States military takes over control and management of the field standard military aviation fuels and oils will be supplied as soon as they become available, 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. 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. United States Facilities. When an operational military airfield is established at West Field, Tinian, the United States Government 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 Government, subject to charging appropriate fees for users of these services.

G. Landing Fees. At such time as the military forces permanently take over operation of West Field, commercial aircraft will be charged the minimum allowable landing fees according to the standard policy of the appropriate military department, and collection will be in accordance with the terms of the formal joint use agreement. In the interim the Government of the Northern Mariana Islands may establish and collect landing fees from all non-United States Government aircraft.

H. Access, Security and 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 represent:

(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 AND CIVIL INFRASTRUCTURE ARRANGEMENTS

The following provisions, unless modified in writing 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. Coordination on these arrangements will be accomplished through a Civil-Military Advisory Council organized as soon as required after implementation of this Agreement.

1. Civilian Responsibilities. It is understood that the Government of the Northern Mariana Islands has full responsibility for planning, as well as developing, all facilities and services for the Tinian civilian community.

2. 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 requirement as may develop from either military activities or commercial activities.

3. Beaches, Tinian. Marianas citizens will have the same access to beach areas in the military areas of Tinian for recreational purposes as military personnel and their dependents. During times of military maneuvers, operations or related activity 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.

4. Utilities

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

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 and other relevant laws.

C. When utilities are constructed for military purposes the United States Government 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, and the United States Government will not be expected to create or to insure any such excess capacity for the civilian community on Tinian.

D. When utilities are constructed for military purposes, additional capacity can be added subject to full payment for the incremental costs by the Government of the Northern Mariana Islands.

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

6. Medical Care. In accordance with applicable guidelines and regulations, emergency care in military facilities established on Tinian will be provided by the

military to all residents of Tinian when available on the island. In addition medical care in military health facilities on Tinian on a non-emergency basis will be provided residents of Tinian where civilian capacity 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.

7. Fire Protection. When military firefighting facilities become necessary a mutual fire protection aid agreement similar to that type of 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.

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.

9. Schools. Prior to the arrival of significant numbers of school age dependents of military personnel, appropriate local and federal officials will initiate such advance consultation and school development programs as necessary to secure federal assistance as may be required

for an integrated local school system adequate to provide for all stages of Tinian's development. The Department of Defense will consult with and advise the appropriate officials of the Northern Mariana Islands as soon as possible regarding such programmed arrivals.

10. Assistance to the Community. The United States Government will consider sympathetically all bona fide requests from the community or its residents for materials or technical assistance, from resources on the base, in the event local resources are insufficient to meet the community needs.

11. Economic Opportunity. To the extent practicable appropriate United States military and civilian authorities or contractors executing United States Government contracts will attempt to utilize the resources and services of people of the Northern Mariana Islands in construction, development, supply and maintenance activities in the Marianas. Further, United States military and civilian authorities will, whenever practicable, provide technical and training assistance to the people of the Northern Mariana Islands in accordance with applicable United States law to assist in their achievement of necessary skills.

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 possible.

Signed at Saipan, Mariana Islands on the fifteenth day of February, 1975.

FOR THE PEOPLE OF THE NORTHERN
MARIANA ISLANDS

FOR THE UNITED STATES OF AMERICA

Edward DLG. Pangolin
Chairman, Marianas
Political Status Commission

Edward D. Williams
Ambassador F. Haydn Williams
Personal Representative of the
President of the United States

Vicente N. Santos
Vice Chairman, Marianas
Political Status Commission

Members of the Marianas Political Status Commission:

Juan LG. Cabrera

Juan LG. Cabrera

Maquin I. Pangolin

Vicente T. Camacho

Manuel M. Gabbler

Jose A. Cruz

Joannes R. Taimano

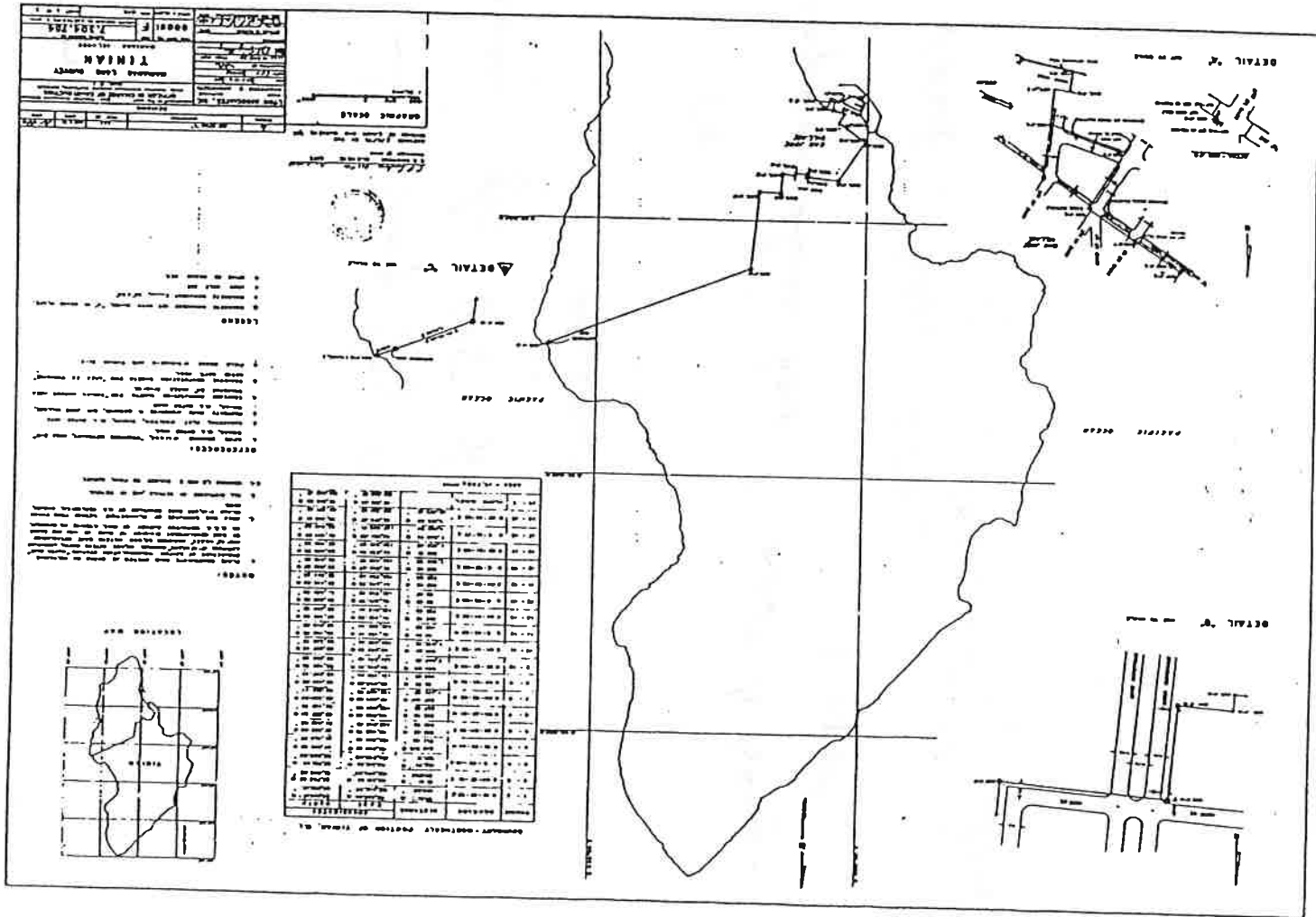
Edward W. Hofschneider

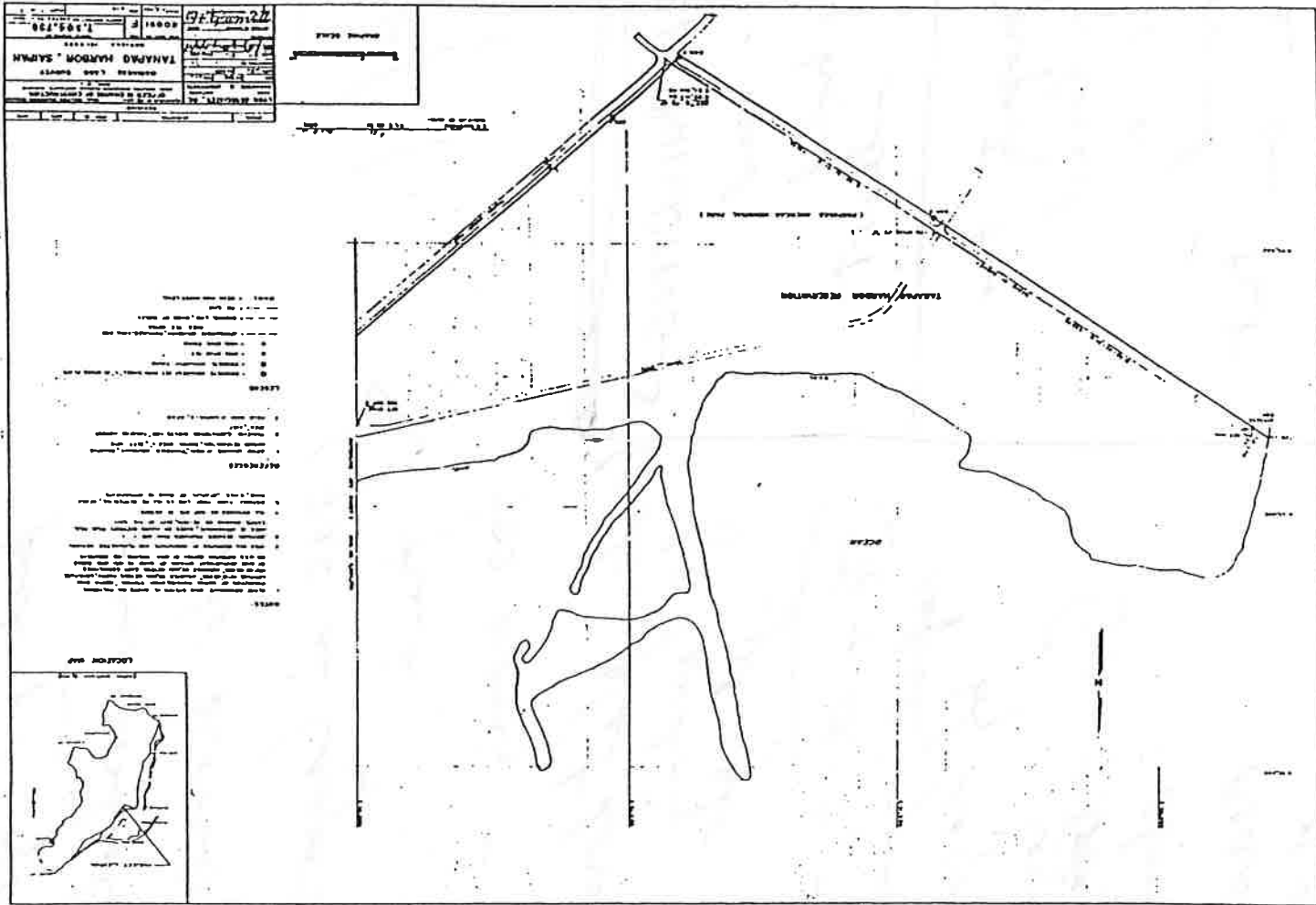
Benjamin T. Mangiona

Pedro A. Tenorio

Daniel T. Luna

Dr. Francisco T. Palacios





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TINIAN

Survey of Right-of-Ways and Boy Scout
Camp Ground - Contract No. MC04-03T

Legend:

- SEVERANCE SURVEY
- EXCLUSIVE MILITARY USE (EMU) AREA
- MILITARY LEASE BACK (MLB) AREA

EXCLUSIVE MILITARY USE (EMU)

AREA

Total square area:
30,660,000 sq.m. [7,576 acres]

SEVERANCE SURVEY

Total square area:
974,409 sq.m. [241 acres]

AREA (REMAINDER)

Total square area:
29,685,591 sq.m. [7,335 acres]

MILITARY LEASE BACK (MLB)

AREA

Total square area:
23,670,000 sq.m. [5,849 acres]

SEVERANCE SURVEY

Total square area:
1,009,659 sq.m. [249 acres]

AREA (REMAINDER)

Total square area:
22,660,341 sq.m. [5,599 acres]

DEBT RESOLUTION

Airport Expansions	- 590 acres
Youth Camp Ground	- 54 acres
MLB Severance	- 10 acres
EMU Severance	- 249 acres
Former Homestead Parcels	- 241 acres
TOTAL	- 1,647 acres

