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USE AND OCCUPANCY AGREEMENT FOR LAND
IN THE TRUST TERRITORY OF THE PACIFIC ISLANDS
UNDER THE ADMINISTRATIVE RESPONSIBILITY
OF THE DEPARTMENT OF THE INTERIOR

This agreement made as of the 2nd day of March, 1944, by and between the Government of the Trust Territory of the Pacific Islands, hereinafter called "Grantor" and the United States of America:

WITNESSETH:

Whereas, Grantor is the owner of exclusive use and occupancy rights for an indefinite period of time including the right to make a conveyance thereof in and to certain parcels of land, said parcels being located in the Marshall Islands and described as follows:

All of the atoll of Eniwetok located in the Marshall Islands, between 11 degrees 20 minutes North Latitude to 11 degrees 46 minutes North latitude, and 162 degrees 02 minutes East longitude to 162 degrees 24 minutes East longitude,

and as delineated on the attached map marked Exhibit "A" and made a part hereof; and

Whereas, Grantor is agreeable to conveying to the United States of America the exclusive right to the use and occupancy of the land described aforesaid for an indefinite period of time subject to certain conditions; and

Whereas, the United States of America desires to acquire the use and occupancy of the land described aforesaid, for an indefinite period of time.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth and the mutual benefits to be derived therefrom, it is agreed as follows:

1. Use Granted. Grantor for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, does hereby grant, sell, convey, and assign unto the United States of America

the exclusive right to use and occupy the land above described for an indefinite period of time to continue so long as the United States of America has a use for said land and in addition will save the United States of America harmless from any and all claims, demands, suits, and actions of whatsoever kind or nature arising directly or indirectly from such use or occupancy; provided, the same do not arise from any alleged act of negligence by the United States of America, its agents, servants, or employees.

2. Conditions of Use. (A) Use To Be Consistent With Trusteeship Agreement. The use to which the land is put by the United States of America shall be consistent with the provisions and purposes of the Trusteeship Agreement relating to the Administration of the Trust Territory of the Pacific Islands.

(B) Review of Need for Land Every Five Years. On or about June 30, 1961, and on a similar date each five-year period thereafter, the agency of the United States of America having the use and occupancy of said land or the Department of the Navy as the representative thereof and Grantor shall jointly review and determine the need for continuing the use and occupancy granted, sold, conveyed, and assigned hereby.

(C) Review by the President. In the event the review provided for in paragraph (B) does not result in agreement as to the need for continuing use and occupancy by the United States of America, the matter shall be presented to the President of the United States for final decision.

(D) Termination of Use and Occupancy. In the event of a decision pursuant to paragraphs (B) or (C) that a need for the continued use and occupancy of said land does not exist, the use granted, sold, conveyed and assigned hereby shall terminate thirty days from the date of such decision and all interest in said land shall revert to the Grantor. During said thirty day period, the United States of America may, if it elects, remove any structures or improvements it has heretofore erected or may hereafter erect on the land and if the structures or improvements cannot be removed during said thirty-day period, the United States of America shall be permitted such additional reasonable time as may be required.

3. Use of Land By Grantor. When not actively used by the

United States of America, said lands and improvements will be made available to the Grantor on a license basis, for the use and benefit of the people of the Trust Territory of the Pacific Islands. The license shall be subject to the following conditions:

(A) The license may be revoked at any time by the United States of America so advising the Grantor in writing.

(B) The Grantor shall reimburse the United States of America for any utilities and services furnished.

(C) Grantor shall maintain and be responsible for any loss or damage to the real property and personal property owned by the United States of America, except for loss or damage caused by ordinary wear and tear and conditions beyond the control of the Grantor.

(D) Grantor shall be responsible for any damage or injury to others arising from the use by the Grantor or the people of the Trust Territory of the Pacific Islands of said land or any improvements or facilities located thereon.

(E) No permanent native dwellings or settlements shall be established on said land without the Grantor obtaining prior written approval from the United States of America.

In Witness Whereof, the parties hereto have executed this agreement as of the day and year first above written.



Government of the Trust Territory
of the Pacific Islands

By *D. H. Tucker*
D. H. Tucker
High Commissioner

The United States of America

By *[Signature]*
[Signature]
[Title]

By direction of the Chief of the Bureau
of Yards and Docks, acting under the
direction of the Secretary of the Navy

Marshall Islands District
Recorded Book 1, page 5, 6, 7
June 20, 1957, 7 A.M.
Raymond L. Stone
Chief of Bureau