



UNITED STATES DEPARTMENT OF INTERIOR
TRUST TERRITORY OF THE PACIFIC ISLANDS
OFFICE OF THE HIGH COMMISSIONER
SAIPAN, MARIANA ISLANDS

COMMERCIAL
CABLE ADDRESS
HICOTT SAIPAN

96950

February 21, 1968

Refer: HOA:WKS-245

Mr. William A. Bonnet
Manager, United States Atomic Energy Commission
Honolulu Area Office
P. O. Box 580
Honolulu, Hawaii 96809

REPOSITORY DOE/PASO
COLLECTION DOE/NY
BOX No. 1228, "ERDA #3"
BIO-MED, DR. CONRAD
FOLDER 01 THRU 12/1968

Dear Mr. Bonnet:

We have been corresponding with the District Administrator of the Marshall Islands in connection with the lease agreements for the Utirik and Rongelap sites and are encountering more problems than anticipated. I have received a reply from the District Administrator raising questions concerning the terms of the Rongelap lease on which I would appreciate your advice.

The District Administrator advises that the rental asked may be \$100 or more per acre per year and that the owners feel that the improvements should become property of owners at termination. He also stated that an indefinite term is not acceptable. He suggests 25 years. With the 120 day termination clause, I see no problem here. He also raises the question as to whether the improvements will be permanent or temporary and whether they may be used by the people when not used by the Atomic Energy Commission.

I am enclosing a draft of an agreement between the landowners and the Trust Territory Government for the site in the center of the island. This lease has been mailed to the District Administrator for his comments before any renegotiations are begun with the owners. I would also appreciate your comments.

As you may know Mr. Shoecraft has been appointed Chief Justice of the Trust Territory and is no longer associated with the Attorney General's Office. I have only recently been employed by the Trust Territory and am not completely aware of all that has transpired in the past ten years or so in connection with these AEC sites. Being some 2,000 miles away from the Marshall Islands also complicates matters. This will partially explain what I am sure appears to be undue delay in the completion of this matter. However, I wish to assure you of my full cooperation in getting these agreements completed.

Sincerely yours,

Donald R. Tindal
Acting Attorney General

Enclosure

LEASE AGREEMENT

This Agreement made as of this _____ day of _____, 1968, by and between the Trust Territory of the Pacific Islands, hereinafter called the Government represented by _____, Contracting Officer for the High Commissioner of the Trust Territory of the Pacific Islands and _____,

hereinafter called Owners.

WITNESSETH:

WHEREAS, the United States Government was previously granted the right to use land on the island of Rongelap for use of the Atomic Energy Commission medical survey team; and

WHEREAS, the United States Government desires to retain for its future use a parcel located in the village in the center of the island and on which certain improvements belonging to the United States Government have been constructed;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreement herein contained, the parties hereto agree as follows:

1. Owners hereby grant to the Government the right to use and occupy and to sublet the following described premises for a period of twenty-five (25) years commencing as of July 1, 1967, to wit:

That parcel of land situate in the main village of Rongelap Island, Trust Territory of the Pacific Islands on which is located the improvements constructed by the United States Government, including two trailers, together with a sufficient area of land surrounding such parcel to permit its use for United States Government purposes.

*with disjunct
no margin + note
see attached*

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2. Government shall pay for the use and occupancy of the premises the sum of _____ (\$ _____) per annum payable in advance annually on the 1st day of July, of each year. The first payment to be made within thirty (30) days of the date hereof for the year beginning July 1, 1967.

3. Government may build or have built on the premises buildings, installations, etc., necessary to its use and such buildings, installations, etc., and all existing structures shall be and remain the property of the Government and may be removed at the termination of this lease. The Government shall reimburse Owners for any damage to the trees and plants resulting from the Government's use of the premises at the established rates of the Government.

4. Either party may terminate this lease at any time upon one hundred twenty (120) days' prior written notice to the other party.

5. Owners may use the buildings constructed on the premises when not in use by the Government upon receipt of written permission from and under conditions required by the Government. Request for permission to use the buildings shall be submitted to the Government in writing and such request shall include a statement of the length of time and purposes for which they would be used.

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

By _____
Contracting Officer for the
High Commissioner

WITNESSES:

Owners:

