

W/L 2390/32/40

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CONFIDENTIAL

Lease to the United States of America by His Majesty's
Government in the United Kingdom of certain areas of
land and water in Bermuda.

His Majesty's Government in the United Kingdom, being desirous at this time to execute in part the declarations made on its behalf by his Excellency The Right Honorable The Marquess of Lothian, C.H., British Ambassador Extraordinary and Plenipotentiary, in his communication of September 2, 1940, to the Government of the United States of America, a copy of which is hereto appended and made a part hereof, do by these presents to that end, make and execute the following:

His Majesty's Government hereby lease to the United States of America for the period of ninety-nine years from the date on which possession thereof shall be formally transferred the following areas of land and water situated in Bermuda:

- (1) Beginning at the shoreline at Granaway (approximately 1800 feet northeast of Spithead in Great Sound), proceeding in a southeasterly direction along and adjacent to the southwest side of Longford Road, to Middle Road; thence, in a southwesterly direction, approximately 7,000 feet along and adjacent to the north side of said road, to the point of intersection with the northwest - southeast property line running through the 300 yard firing point of the rifle range; thence along said property line in a southeasterly direction to the shoreline; thence southwesterly along the shoreline to Port Royal Cove; thence in a northwesterly direction in a direct line to the nearest point of Jew's Bay; thence along the shoreline, including the two islands in Riddle's Bay marked in red on enclosure (B), to the point of beginning: Provided, that suitable rail and highway communication, traversing the leased area shall be provided and maintained by the United States of America and free use thereof granted His Majesty's Government.
- (2) The water and land areas of the Elizabeth or Hawkins Island Group as marked in red on the accompanying map, enclosure (B), as provision for a safe area for the storage of ammunition and explosives and for minor berthing and supplying surface vessels.
- (3) The exact metes and bounds of the above described areas shall be established by survey.

(Enclosure B)

The grant of the foregoing areas of land and water shall include the following:

(a) The right, power, and authority to use, fill, and occupy the waters adjacent to said areas and to improve and deepen the entrances thereto and the anchorages thereof and generally to do any and all things necessary to fit the premises for use as naval and air bases.

(b) Exclusive rights, power, authority, and control within the aforesaid areas and within the territorial waters and air spaces adjacent to or in the vicinity of such areas except as hereinafter otherwise provided.

(c) The right, power, and authority to assume military control and conduct military operations within any part of Bermuda and surrounding waters and air space to the extent which may become necessary or convenient for the protection of the property, instrumentalities, and activities of the United States of America or otherwise to safeguard its national interests.

(d) The right, power, and authority to control the anchorage, moorings, movements, communications, and operations of whatever character of all ships within the limits of the areas leased, and the territorial waters adjacent to or in the vicinity of such areas, to such extent as may be found necessary or convenient in the use, control, and defense of such areas.

(e) The right, power, and authority to control the anchorage, moorings, takeoffs, flights, landings, movements, and operation of all aircraft within the limits of the areas leased, and within the territorial waters and air spaces adjacent to or in the vicinity of such areas, to such extent as may be found necessary or convenient in the use, control, and defense of such areas.

(f) The right, power, and authority to regulate and control all external and internal communications of whatever nature from, to, and within the areas leased.

(g) The right, power, and authority to employ and use all commercial or public utilities, services, and facilities, all roads, highways, bridges, viaducts, and similar channels of transportation to the same extent and under the same conditions as His Majesty's Government.

(h) The right, power, and authority to install, maintain, and operate at such sites as may be necessary or convenient, armament, underwater defenses, including mines, nets, booms, sound detection, and other similar devices; control stations ashore, beacons, dispensary and first aid stations, lights, warning or detecting devices, and military police, to such extent as may be found necessary or convenient in the use, control, and protection of the areas leased.

(i) The right, power, and authority to acquire by supplementary lease from His Majesty's Government for the unexpired period of this lease, without consideration other than just compensation to private owners if any, additional areas, sites, locations, and rights of way for roads, causeways, bridges, powerlines, watermains, sewers and similar facilities to such extent as may be found necessary or convenient for the establishment, maintenance, use and protection of naval and air bases in the aforesaid leased areas.

(j) The right, power, and authority to use all public lands, areas, sites, forts, docks, piers, quays, berths, shops, repair facilities, arsenals, magazines, and hospitals to the extent which may become necessary or convenient for the protection of the property, instrumentalities, and activities of the United States, or otherwise to safeguard its national interests without compensation other than reimbursement of any additional cost directly resulting from such use.

(k) The privilege of importing free from all dues, imposts, excises, tolls, customs, levies, or assessments of any nature whatever, all ships, boats, aircraft, areas, machinery, supplies, materials, equipment, clothing, household furnishings, provisions, goods, wares, merchandise and

articles similar to the aforesaid, consigned to or destined for any activity of the United States of America, its military, naval, or civil personnel and their families, contractors and their families, subject to the condition that articles so imported shall not be further sold or transferred to other interests in Bermuda.

(1) The right, power, and authority to remove all improvements placed upon the leased areas at any time before the expiration or termination of this lease or of any renewal thereof or within a reasonable time thereafter.

The United States of America shall be under no obligation to improve the leased areas in whole or in part for use as naval or air bases, nor to exercise any right, power, or authority herein granted; and if it shall make such improvements or exercise any such right, power, or authority it shall nevertheless have the privilege of abandoning any part or all of the foregoing at any time without consent of His Majesty's Government and without incurring any obligation by reason of such abandonment.

The United States of America shall be under no obligation or responsibility for the civil administration or defense of Bermuda or any part thereof, or for the maintenance of military or naval forces within or without the leased areas.

Crimes and misdemeanors committed within the leased areas during the occupation and use thereof by the United States of America shall be punishable either by the United States or the colonial authorities in accordance with their respective laws, dependent upon which shall first acquire jurisdiction of the person of the offender; except that either government may on request deliver the offender to the other for trial; that in all cases the colonial government shall bring to trial all offenders turned over to it by the United States upon request of the colonial authorities or otherwise, and that all offenders in the service of the United States, civil or military, shall on demand be apprehended and delivered

to the government of the United States for trial whether or not the offense with which charged was committed within or without the leased areas; Provided, that the colonial authorities shall not arrest any person or serve any process, civil or criminal, within the leased areas except upon application previously made to the commanding officer and approved by him: Provided further, that colonial laws of a regulatory nature, or which may otherwise interfere with the use of the leased premises by the United States, shall not be regarded as applicable within such areas.

His Majesty's Government undertake to deliver possession of all lands and facilities, including such as may be privately owned within the leased areas hereinbefore provided for, on such date as may be determined upon by the United States of America: Provided, that the United States of America shall pay to His Majesty's Government such sum or sums as may be mutually agreed upon to compensate the owners of private property for loss by expropriation or damage arising out of the establishment of naval or air bases in the leased areas.