

CONFIDENTIAL

*Baker: Newfoundland 2391/15/40  
Communicated to  
H.M. on Oct 10th by  
G. Kerr - G.S. Secretary  
with annex  
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Lease to the United States of America by His Majesty's  
Government in the United Kingdom of certain areas of  
land and water in Newfoundland.

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 Newfoundland:

- (1) Beginning at the intersection of the shoreline northwest of Placentia with latitude  $47^{\circ} 16' N.$ , thence due east approximately 7300 feet to longitude  $53^{\circ} 58' 18'' W.$ ; thence in a northeasterly direction approximately 8200 feet to latitude  $47^{\circ} 17' 15'' N.$ , longitude  $53^{\circ} 57' 25'' W.$ ; thence in a northwesterly direction approximately 4200 feet to the intersection of the shoreline with longitude  $53^{\circ} 57' 58'' W.$ ; thence along the shoreline to the point of beginning, including therein the Peninsula of Argentia lying between Little Placentia Harbor and Placentia Bay, the entire site containing approximately 2610 acres: there is reserved from the foregoing all those areas, contained within a right-of-way of the Newfoundland Railroad Company, its wharf, property and station at Argentia, as may be determined by the United States to be essential to the operation of said railroad. (see enclosure (A)).
- (2) Referring to the map of St. John's, by W.P. Ryan, City Engineer, dated 1932, and beginning at a point on the south side of the harbor, forty feet outboard of the face of the Baine Johnson wharf, on the extension of the Baine Johnson - Bowring Brother's joint property line, proceed approximately 1250 feet in a southwesterly direct line toward the end of the Monroe Export Company pier, to the Monroe Export Company - A.E. Hickman joint property line; thence 800 feet in a southeasterly direction along the extension of said property

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line; thence approximately 1150 feet in a northeasterly direction parallel to the north boundary of the area to an intersection with the extension of the Baine Johnson - Bowring Brother's joint property line; thence approximately 800 feet in a northwesterly direction along said property line to the point of beginning, the entire site containing approximately 22 acres; there is reserved from the foregoing all that area contained within a right-of-way of the South Side Road as may be determined by the United States to be essential to the operation of the said road. (see enclosure (B)).

- (3) Beginning at the intersection of The Boulevard, along the northwest shore of Quidi Vidi Lake, with the road approximately perpendicular thereto at the Rose residence (marked Grove Farm Road on enclosure (C)); thence approximately 600 yards northwest along the road and its extension; thence generally north on an irregular line along, but not including, the southeast edge of the golf course; thence generally north to the junction of the White Hills Roads; thence southeast along the northernmost of these roads to The Boulevard; thence generally southwest to point of beginning; and an area about 300 feet wide connecting the foregoing area and the shoreline of Quidi Vidi Lake, the entire site containing approximately 160 acres. (see enclosure (C)).
- (4) An area, suitable for development as an intermediate landing field, for aircraft, located in the general vicinity of St. Georges.
- (5) The exact metes and bounds of the above described areas shall be established by survey.

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 said areas except as hereinafter otherwise provided.
- (c) The right, power, and authority to assume military control and conduct military operations within any part of Newfoundland 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, and to insure the adequate defense of the Newfoundland Airport and of St. John's.

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(d) The right, power, and authority to control the anchorage, moorings, movements, communications, and operations of whatever character of all ships, vessels, or other watercraft within the limits of the areas leased at Argentinia 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 movements, communications, and operations of its own public ships, vessels, and floating equipment to, from and at its docks, quays, piers and wharves in St. John's Harbor.

(f) 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.

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

(h) 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.

(i) 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.

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(j) 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 auxiliary air base facilities, gun emplacements, explosive storage, 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.

(k) The right, power, and authority to use all public lands, areas, sites, air fields, forts, docks, piers, quays, berths, ships, 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.

(l) 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, contractors, and the dependents of all the foregoing residing in Newfoundland, subject to the condition that articles so imported shall not be further sold or transferred to other interests in Newfoundland.

(m) The right, power, and authority to admit into Newfoundland, free from any restrictions whatever during their tour of duty or employment, military and naval personnel of the United States of America, its employees, its contractors performing contracts for it locally, and the dependents of all the foregoing.

(n) The right, power, and authority to remove all improvements placed upon

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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 under the terms of this lease for the civil administration or defense of Newfoundland 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.

If the United States of America shall decide to improve the leased areas in whole or in part for use as naval or air bases, then in that event the harbor and anchorage areas and landing fields of the entire Island of Newfoundland shall be available for joint use by the forces of both governments. The docks and other facilities of the United States naval base at St. John's shall also be available for the use of His Majesty's Government when and as conditions permit, the control thereof nevertheless remaining unimpaired in the government of the United States of America.

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.

Reference herein made to "enclosure (A)," "enclosure (B)", and "enclosure (C)," shall be understood as meaning certain marked maps appended to and made a part of this lease and entitled, respectively, "Placentia and Ship Harbors and Adjacent Anchorages," "St. John's Harbor," and "Plan Showing Roads in Vicinity of St. Johns".