

**TEMPORARY AUTHORIZATION TO USE PUBLIC LAND**  
**T.A. No. 13-030S**

WHEREAS, the Department of Public Lands received a request on February 28, 2013, in which Mr. Antonio A. and Mrs. Congxiang Su Palacios d.b.a. SA Farming, is requesting for authorization to enter a portion of public land on Lot No. 043 L 77, containing approximately 48,000 square meters in Unai Dangkulu, Saipan, to clean and clear the site and make preparations for their proposed lease intentions to develop and operate a dragonfruit and other various fruit commercial orchard; and

WHEREAS, the Department of Public Lands ("DPL") grants Mr. Antonio A. and Mrs. Congxiang Su Palacios d.b.a. SA Farming ("Permittee"), this Temporary Authorization ("T.A.") to enter public land on a portion of Lot No. 043 L 77 in Unai Dangkulu, Saipan ("Premises"), to clean and clear the site in preparation for their proposed lease activity of operating a dragonfruit and other various fruit commercial orchard.

NOW, THEREFORE, in view of the above recitals, and in consideration of the mutual covenants, conditions, and benefits to be derived herein, the DPL and the Permittee mutually agree as follows:

1. Permittee agrees and covenants to use the Premises solely to conduct the abovementioned activities. Permittee shall not conduct commercial activity of any type on the Premises.
2. Permittee shall have non-exclusive use to the Premises, and this T.A. shall be revocable at any time.
3. Permittee will not be charged a fee, as this is a non-commercial activity.
4. The term ("Term") of this T.A. shall be for a period of four (4) months, beginning on February 28, 2013 and ending on June 27, 2013.
5. Permittee agrees to use the premises in a reasonably prudent manner, so as to not cause nuisance or hazards to the public.
6. Permittee shall procure all necessary licenses, certificates, permits, or other temporary authorizations from other governmental regulatory authorities having jurisdiction over the operation of Permittee's activities. The Permittee is required to acquire permits/authorizations from the Division of Environmental Quality (only if earthmoving is involved), the Division of Fish and Wildlife, and other affected agencies.
7. The DPL and the CNMI Government are not responsible for any theft, damage, and/or accidents which may occur during the term of this T.A.
8. Any and all disputes arising from Permittee's use of the Premises shall be settled by Permittee; Permittee agrees and covenants that its dispute(s) shall in no way involve the DPL as parties to such dispute(s), and that no liability whatsoever shall be assumed by the DPL.

9. Permittee agrees to procure, no later than ten days after the date of execution of this Temporary Authorization, and to maintain in force during the entire Term of this Temporary Authorization, at its sole expense, comprehensive public liability insurance for the Premises as defined herein, with the Department of Public Lands as named co-insured, in a company or companies authorized to do business in the Northern Mariana Islands, with minimum coverage of \$100,000 for each occurrence, or such higher amounts as the DPL may reasonably require. Copies of such policies shall be delivered to the DPL within five days after the execution of this Temporary Authorization. All insurance obtained by the Permittee in compliance with this Temporary Authorization shall be obtained from reputable companies acceptable to the DPL.

10. Permittee hereby releases and forever discharges and agrees to indemnify and hold harmless the DPL, the CNMI Government, their successors, employees and assigns, from any and all injury or loss and all liability for injury or loss to persons or property which occur on the premises or which arise out of or in connection with any activities under this T.A. during the Term of this T.A.

The Permittee also agrees to defend the DPL, the CNMI Government, their successors, employees and assigns, from and against any claim, demand or lawsuit with respect to the subject of the indemnity contained herein, whether or not such claims, demands or actions are rightfully or wrongfully brought or filed and against all costs incurred by the DPL, the CNMI Government, their successors, employees and assigns therein. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, the Permittee agrees the DPL, the CNMI Government, their successors, employees and assigns may employ attorneys of their own selection to appear and defend the claim or action on their behalf, at the expense of the Permittee. The DPL, the CNMI Government, their successors, employees and assigns, at its own option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against DPL and the CNMI Government.

11. This T.A. is subject to 1 CMC Section 7845. The Permittee shall provide, upon request of the Public Auditor of the Commonwealth, all records and reports, and shall allow audit, inspection, access and the right to copy its books, records, documents, correspondence, and any other data and material relating to this T.A., to the Public Auditor and do any other acts required under 1 CMC Section 7845. This right of access, inspections, and copying shall continue until the expiration of three (3) years after the expiration of this T.A., or such other time as set forth in 1 CMC Section 7845.

12. This T.A. may be canceled or terminated by the DPL at any time, with or without cause; provided, Permittee is given at least thirty days (30) day advance written notice of termination or cancellation of this T.A. If this T.A. is canceled by the DPL, Permittee shall physically vacate the premises by removing from the premises all belongings and properties, and cease using and occupying the premises. In addition, Permittee must restore the premises to its original physical condition, cleared of any and all debris and litter, and properly dispose of at any designated dumping place.

13. This T.A. shall not be amended, modified or altered unless done so in writing by the DPL.

DEPARTMENT OF PUBLIC LANDS

P.O. Box 500380 Saipan, MP 96950

Please indicate your acceptance of the aforementioned conditions by signing on the space provided below and return the signed original to the DPL.

Sincerely,

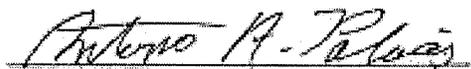
  
PEDRO I. ITIBUS  
Acting Secretary

DATE: 2/28/13

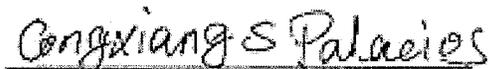
cc: Compliance Division, DPL  
Planning Division, DPL  
Finance Division, DPL  
Real Estate Division, DPL

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ACCEPTED BY:

  
ANTONIO A. PALACIOS  
P.O. Box 506268  
Saipan, MP 96950  
Tel. No.: (670) 789-9040

DATE: 2/27/13

  
CONGXIANG SU PALACIOS  
P.O. Box 506268  
Saipan, MP 96950  
Tel. No.: (670) 789-9040

DATE: 2/27/13

DEPARTMENT OF PUBLIC LANDS  
P.O. Box 500380 Saipan, MP 96950

