

a. The disposal of buildings and improvements under USAFE/AFAFRICA control and documentation will be completed by the applicable responsible commander according to Air Force Instruction 32-9004; and as directed by the Chief, AFCEC/CFEE. Disposal of buildings and improvements will be documented by using AF Form 300, Facility Disposal.

b. The Chief, AFCEC/CFEE, USAFE/AFAFRICA will consult with the Real Estate Requirements Branch on disposals of an unusual nature that may establish a precedent with German authorities or that may have implications affecting either the U.S. Army in Europe or USAFE/AFAFRICA, or both. The Real Estate Requirements Branch will coordinate with the Chief, AFCEC/CFEE, on disposing of buildings or other improvements that may have implications affecting USAFE/AFAFRICA.

SECTION V DISPOSING OF IMPROVED PROPERTY (INCLUDING LAND)

NOTE: The following instructions apply to disposal of property by the Army in Europe. Information that also applies to USAFE/AFAFRICA is indicated.

19. APPROVAL AUTHORITY

Disposal of real estate, other than leased assets, is subject to the notification procedures and approval authorities outlined in DOD Instruction 4165.69. The Director, IMCOM-Europe, may approve requests for release of rent-payable real estate and, under certain conditions, releases of small parcels of consigned real estate.

20. PROCESSING RELEASE REQUESTS

a. Responsible commanders will prepare AE Form 405-8A to dispose of property that the garrison no longer needs and forward to the Real Estate Requirements Branch for processing in accordance with the provisions in [AE Regulation 405-5](#).

b. The Real Estate Requirements Branch will—

- (1) Notify the requestor when a release has been approved or disapproved.
- (2) Transfer approved release requests to USACE-Europe for execution.

NOTE: For total or partial installation closures, the Real Estate Requirements Branch will also issue a required notice to the German Federal Ministry of Defense (FMOD) on the intent of the Army in Europe to return property to German authorities.

c. When a garrison receives a request from German authorities for the release of U.S.-controlled property, the applicable responsible commander will evaluate the request and provide a recommendation on it to the Real Estate Requirements Branch.

(1) The Real Estate Requirements Branch will process requests in accordance with provisions established in [AE Regulation 405-5](#) in instances in which the responsible commander has recommended concurrence.

E-4. CONDITIONS OF USE

U.S. Forces use of property owned by the German Federal Government or a German State and documented under a consignment agreement subject to the terms and conditions of the German-U.S. Administrative Agreements of 3 July/2 August 1967 (fig E-7, fig E-8) and 30 October 1987 (fig E-9, fig E-10). Properties still held under legacy AE Form 6 GRE are subject to the terms and conditions as prescribed by the legacy form, as well as to the terms and conditions prescribed by the administrative agreements. Responsible commanders and USAFE/AFAFRICA base commanders will ensure compliance with the agreements in the administration of these property holdings.

E-5. RELEASE

The basic publication, section V, provides property-release procedures. Applicable administrative agreements (figs E-3 and E-4) provide requirements for giving termination notices to German authorities.

E-6. DAMAGES

a. Under the NATO SOFA SA, Article 48, paragraph 4, U.S. Forces using property owned by the German Federal Government or a German State are responsible for repairs and maintenance to preserve the property in a proper state. U.S. Forces maintenance standards are the basis for determining U.S. Forces responsibility for property repair and upkeep. When completing the outgoing inventory and condition survey, U.S. Forces and German representatives should assess deficiencies according to U.S. Forces maintenance standards. If repair and maintenance of the property by U.S. Forces has been equal to or higher than U.S. Forces maintenance standards, deficiencies should not be recorded as damages (as defined in the glossary). The United States—

(1) Will not be held liable for normal aging and deterioration of buildings and improvements. For example, if U.S. Forces do not renovate facilities that have exceeded their normal useful lifetime and are not economically reparable, the aging and deterioration of the structure should not be classified as damage.

(2) Should not be held liable for damages to property if the property is to be demolished or completely rebuilt as part of an overall German renovation or modernization plan.

(3) As a general rule, will not consider deficiencies as compensable damage (glossary) if a facility is in moderate or better condition.

(4) Will consider accommodations as being in a moderate or better condition if the facility is suitable for continued occupancy and use for military purposes without needing repairs.

b. Under the NATO SOFA SA, Article 41, paragraph 4, U.S. Forces liability for damages applies to property “legally owned by the Federation” (NATO SOFA SA, Art 63, paragraph 4a). Liability does not apply to property or improvements to property owned by the German Federal Government and constructed using *Deutsche Mark (DM)* Occupation and Mandatory Expenditure or Support (OMS) funds. U.S. Forces will not consider claims for property damage or loss in this category. *DM* OMS-funded improvements are considered U.S. assets and can be used to offset valid German damage claims as prescribed under the NATO SOFA SA, Article 52 (appendix G).

MUSTER
(Deutsch)

Liegenschaftsüberlassungsvereinbarung
(Accommodation Consignment Agreement)

Zwischen der Bundesrepublik Deutschland (Bundesfinanzverwaltung), vertreten durch die Bundesanstalt für Immobilienaufgaben _____

- im folgenden „Bundesrepublik“ genannt -

und den U.S. Streitkräften, vertreten durch

- im folgenden „Benutzer“ genannt -

wird die nachstehende Liegenschaftsüberlassungsvereinbarung gemäß Artikel 48 Abs. (3) Buchst. (a)* (b)* des Zusatzabkommens zum NATO-Truppenstatut geschlossen:

§1

a) Die Bundesrepublik überläßt dem Benutzer die nachfolgend bezeichnete Liegenschaft miet/pachtfrei zur ausschließlichen Benutzung* - zur beschränkten Benutzung* - wie in Buchst. d) angegeben:

(1) Bezeichnung/Belegenheit

(2) Eingetragen im Grundbuch von _____ Band _____ Blatt _____

(3) Größe der gesamten Grundstücksfläche _____ ha _____ qm

b) Lage und Umfang der Liegenschaft, die einzelnen Grundstücks- und Flurstücksnummern, die Aufstellung der Gebäude und der dazugehörigen Einrichtungen usw. sind aus der als Anlage A beigefügten Lageplanskizze (mit Anhängen)* ersichtlich.

c)** Der Zustand der Liegenschaft, der dazugehörigen Gebäude und sonstigen Bauwerke etc. ergibt sich aus dem als Anlage B beigefügten genehmigten Zustandsbericht, der Zustand des mitüberlassenen Inventars aus dem als Anlage C beigefügten genehmigten Inventarverzeichnis.

d)** Benutzung durch den Benutzer
als: _____

Figure E-3. Format for an Accommodation Consignment Agreement (German)

MUSTER

Zustandsberichts

Anlage B zur
Liegenschaftsüberlassungsvereinbarung
vom _____

Bezeichnung der Anlage	Art	Zustand	Bemerkungen
-------------------------------	------------	----------------	--------------------

Beispiel Nr. 1

Goethestr. 15	a) Wohngebäude, viergeschossig massiv, voll unterkellert, Klinkerbau, Satteldach mit Dachziegeleindeckung, Baujahr: 1938	gut	
	b) Hoffläche mit Schwarzdecke für leichten Verkehr	mittelmäßig	

Beispiel Nr. 2

a) Block I	Mannschaftsgebäude, zweigeschossig, voll unterkellert, Putzbau, Walmdach mit Dachziegeleindeckung, Baujahr: 1936	gut	
b) Block II	wie oben	mittelmäßig	

Genehmigt:

_____, den _____ 20____

Für die Bundesrepublik:

Für den Benutzer:

(Bundesanstalt für Immobilienaufgaben)

(amerikanisches Liegenschaftsamt)

Figure E-4. Sample Enclosure B to Accommodation Consignment Agreement (German)

Administrative Agreement

Concerning the conclusion of agreements (*Überlassungsvereinbarungen*) pursuant to paragraph 3(a) and (h) of Article 48 of the Supplementary Agreement [(SA)] for accommodation which, according to paragraph 4 (a) of Article 63 of the Supplementary Agreement, may be used by the U.S. Forces free of charge.

Article 48, paragraph 3(a) and (b), SA, provides for the conclusion of agreements (*Überlassungsvereinbarungen*) in writing in respect of accommodation made available to a force or a civilian component.

To implement this provision in respect of accommodation falling within Article 63, paragraph 4 (a), SA, the U.S. Forces and the Federal Ministry of Finance have agreed as follows:

1. An agreement according to the attached form (encl 1) will be concluded between the appropriate United States and German agencies in respect of each accommodation.

Paragraphs 2 through 9 below will be deemed a part of each such agreement.

2. The accommodation will be made available to the U.S. Forces rent-free in accordance with the provisions of Article 63, paragraph 4, SA, in conjunction with paragraphs 2, 6, 7, 8, and 10 of the Protocol of Signature re Article 63, SA.
3. The U.S. Forces will notify the appropriate *Oberfinanzdirektion* (Bundesvermögens- und Bauabteilung) of any permanent substantial changes of the use specified in the *Überlassungsvereinbarungen*; wherever possible this notification will be made before the changes are carried out.
4. (1) The execution of construction measures, including repairs and maintenance work, in or to the accommodation will be in accordance with provisions of paragraphs (2) through (5) of Article 49 of the SA, or under the terms of the Administrative Agreement on construction pursuant to the exchange of notes between the German Foreign Office and the American Embassy of 3 August 1959.

(2) a) The U.S. Forces will notify the appropriate *Oberfinanzdirektion* (Bundesvermögens- und Bauabteilung) in time if an intended construction measure will result in a permanent substantial change in respect of the use or character of the accommodation as stated in the agreement (*Überlassungsvereinbarung*) (for example, new construction, extensions, alterations, or dismantling). If the *Oberfinanzdirektion* presents cogent reasons against the intended measure within 2 months (2 weeks if the U.S. Forces' agency indicates the particular urgency of a project) after receipt of the notification, the U.S. Forces will refrain from carrying out this measure unless compelling military exigencies make it imperative that the measure is carried out.

b) Notification of the *Oberfinanzdirektion* (Bundesvermögens- und Bauabteilung) is not required, if the appropriate U.S. agency informs the appropriate German construction agency (*Oberfinanzdirektion* - Landesvermögens- und Bauabteilung) of the intended construction measure in accordance with the provisions of Article 49, SA.

Figure E-7. German-U.S. Administrative Agreement of 3 July/2 August 1967 (English)

-
5. The U.S. Forces will be responsible for the cleaning of, the removal of ice and snow from, or in case of iced conditions the strewing of, the roads and sidewalk sections adjacent to the accommodation as far as, under local ordinance or local custom, the Federal Republic as owner or the U.S. Forces as the user have such responsibility.
 6. If a third party asserts a damage claim against the Federal Republic as owner of the property and the damage is caused by an act or omission of the user within the scope of paragraph 5 of Article VIII, NATO SOFA, the claim will be settled in accordance with the provisions of paragraphs 5 and 8 of Article VIII, NATO SOFA, and paragraph 11 of Article 41, SA, provided that if the Federal Republic has settled the claim as owner of the property it will be subrogated as claimant, subject to paragraph 5(e) of Article VIII.
 7. The termination of the availability of the accommodation is governed by Article 48, paragraph 5, SA. Where the U.S. Forces intend to release the property, they will give an advance notice in writing to the Federal Republic as early as feasible, preferably 90 days in advance, but in any case at least 30 days in advance of the planned date of release.
 8. On termination of the use of the accommodation by the U.S. Forces, the condition of the accommodation as well as the extent and condition of the inventory will be ascertained and recorded by representatives of the Federal Republic and of the U.S. Forces. As appropriate in each case, the following items will be ascertained separately:
 - a) Improvements and residual value of improvements that were financed by the U.S. Forces from its own funds as well as of supplies and equipment procured by the U.S. Forces from its own funds and which by agreement are to remain on the accommodation;
 - b) improvements and residual value of improvements that were financed from funds made available to the U.S. Forces by the Federal Republic or a Land;
 - c) the extent and cause of any damage that, during the period of use by the U.S. Forces, occurred to the accommodation or other property or to both made available to the U.S. Forces by the Federal Republic free of charge.
 9. In the case of accommodation used as training areas, airfields, firing ranges, or for similar purposes, and especially when such areas are forested or agricultural land, the parties to this agreement reserve the right to negotiate additional special provisions for these properties on a case-by-case basis as necessary to meet the particular conditions or requirements of the individual case.
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Figure E-7. German-U.S. Administrative Agreement of 3 July/2 August 1967 (English)—Continued

Verwaltungsabkommen

über den Abschluß von Überlassungsvereinbarungen gem. Artikel 48 Abs. (3)(a) und (b) des Zusatzabkommens für Liegenschaften, die von den amerikanischen Streitkräften nach Artikel 63 Abs. (4)(a) des Zusatzabkommens unentgeltlich (*free of charge*) benutzt werden können.

Nach Artikel 48 Abs. (3)(a) und (b) ZA werden über die einer Truppe oder einem zivilen Gefolge überlassenen Liegenschaften schriftliche Überlassungsvereinbarungen abgeschlossen.

Zur Durchführung dieser Bestimmung mit Bezug auf Liegenschaften im Sinne von Artikel 63 Abs. (4)(a) ZA wird zwischen den amerikanischen Streitkräften und dem Bundesministerium der Finanzen folgendes vereinbart:

1. Zwischen den zuständigen amerikanischen und deutschen Dienststellen wird für jede Liegenschaft eine Überlassungsvereinbarung gemäß beiliegendem Muster (Anlage 1) abgeschlossen.

Die folgenden Nummern 2 bis 9 gelten als Bestandteil einer jeden Überlassungsvereinbarung.

2. Die Liegenschaften werden den amerikanischen Streitkräften miet-/pachtfrei nach Maßgabe der Bestimmungen von Artikel 63 Abs. (4) ZA in Verbindung mit den Abs. (2), (6), (7), (8) und (10) des Unterzeichnungsprotokolls zu Artikel 63 ZA überlassen.
3. Die amerikanischen Streitkräfte unterrichten die zuständige Oberfinanzdirektion (Bundesvermögens- und Bauabteilung) über bleibende wesentliche Änderungen des in den Überlassungsvereinbarungen genannten Verwendungszwecks; diese Unterrichtung erfolgt nach Möglichkeit vor Durchführung der Änderungen.
4. (1) Die Durchführung von Baumaßnahmen einschliesslich Reparatur- und Instandhaltungsarbeiten in oder an der Liegenschaft richtet sich nach den Vorschriften des Artikels 49 Abs. (2) bis (5) ZA oder nach dem Verwaltungsabkommen über Baumaßnahmen gemäß dem Notenwechsel zwischen dem Auswärtigen Amt und der Amerikanischen Botschaft vom 3. August 1959.

(2) a) Die amerikanischen Streitkräfte unterrichten die zuständige Oberfinanzdirektion (Bundesvermögens- und Bauabteilung) rechtzeitig, wenn eine beabsichtigte Baumaßnahme zu einer bleibenden wesentlichen Änderung hinsichtlich der Verwendung oder des Charakters der Liegenschaft, wie in der Überlassungsvereinbarung dargelegt, führt (z. B. Neu-, Erweiterungs- und Umbauten oder Abbruch). Macht die Oberfinanzdirektion triftige Gründe gegen die beabsichtigten Maßnahmen innerhalb von zwei Monaten (zwei Wochen, wenn die U.S.- Dienststelle auf die besondere Dringlichkeit hinweist) nach Eingang der Anzeige geltend, führen die amerikanischen Streitkräfte diese Maßnahmen nicht durch, es sei denn, daß zwingende militärische Erfordernisse ihre Durchführung unabweisbar machen.

b) Der Unterrichtung der Oberfinanzdirektion (Bundesvermögens- und Bauabteilung) bedarf es nicht, wenn die zuständige amerikanische Behörde die zuständige deutsche Baubehörde (Oberfinanzdirektion - Landesvermögens- und Bauabteilung) von der beabsichtigten Baumaßnahme gemäß den Bestimmungen des Artikels 49 ZA NTS unterrichtet.

Figure E-8. German-U.S. Administrative Agreement of 3 July/2 August 1967 (German)

- b) Der Unterrichtung der Oberfinanzdirektion (Bundesvermögens- und Bauabteilung) bedarf es nicht, wenn die zuständige amerikanische Behörde die zuständige deutsche Baubehörde (Oberfinanzdirektion - Landesvermögens- und Bauabteilung) von der beabsichtigten Baumaßnahme gemäß den Bestimmungen des Artikels 49 ZA NTS unterrichtet.
5. Die amerikanischen Streitkräfte sind verantwortlich für die Reinigung, die Beseitigung von Eis und Schnee sowie das Streuen bei Glatteis der an die Liegenschaften angrenzenden Straßen, Wege und Bürgersteige, soweit nach örtlicher Anordnung oder örtlichem Brauch die Bundesrepublik als Eigentümerin oder die amerikanischen Streitkräfte als Benutzer hierzu verpflichtet sind.
 6. Macht ein Dritter einen Schadensersatzanspruch gegen die Bundesrepublik als Eigentümer der Liegenschaft geltend, und ist der Schaden durch eine unter Abs. (5) des Artikels VIII des NATO-Truppenstatuts fallende Handlung oder Unterlassung des Benutzers verursacht worden, so wird der Anspruch nach den Vorschriften der Abs. (5) und (8) des Artikels VIII des NATO Truppenstatuts und des Abs. (11) des Artikels 41 ZA mit der Maßgabe geregelt, daß die Bundesrepublik, wenn sie als Eigentümerin der Liegenschaft den Anspruch befriedigt hat, unbeschadet Abs. (5)(e) des Artikels VIII NTS in die Rechte des Anspruchstellers eintritt.
 7. Die Beendigung des Überlassungsverhältnisses richtet sich nach Artikel 48 Abs. (5) ZA. Nehmen die amerikanischen Streitkräfte die Freigabe der Liegenschaft in Aussicht, so teilen sie dies der Bundesrepublik möglichst frühzeitig im voraus, tunlichst 90 Tage, mindestens aber 30 Tage vor der beabsichtigten Freigabe schriftlich mit.
 8. Bei Beendigung der Benutzung der Liegenschaft durch die amerikanischen Streitkräfte werden der Zustand der Liegenschaft sowie der Umfang und Zustand des Inventars von Vertretern der amerikanischen Streitkräfte und der Bundesrepublik festgestellt und schriftlich niedergelegt. Je nach Lage des Falles werden jeweils gesondert festgestellt,
 - a) Investitionen und der Restwert der Investitionen, die von den amerikanischen Streitkräften mit eigenen Mitteln finanziert worden sind, sowie der Restwert von Vorräten und Ausrüstungsgegenständen, die von den amerikanischen Streitkräften mit eigenen Mitteln beschafft worden sind und vereinbarungsgemäß in der Liegenschaft zurückgelassen werden;
 - b) Investitionen und der Restwert der Investitionen, die mit Mitteln, die den amerikanischen Streitkräften von der Bundesrepublik oder von einem Land zur Verfügung gestellt worden sind, finanziert wurden;
 - c) Umfang und Ursache von Schäden, die während der Zeit der Benutzung durch die amerikanischen Streitkräfte an den Liegenschaften und/oder anderen Vermögenswerten, die den amerikanischen Streitkräften von der Bundesrepublik unentgeltlich zur Benutzung überlassen worden sind, entstanden sind.
 9. Die Parteien dieses Abkommens behalten sich bei Liegenschaften, die als Übungsplätze, Flugplätze, Schiessplätze oder ähnliche Zwecke benutzt werden, insbesondere, soweit es sich um forst- oder landwirtschaftlich genutzte Flächen handelt, das Recht vor, für diese Liegenschaften von Fall zu Fall zusätzliche Sonderbestimmungen auszuhandeln, soweit dies notwendig ist, um den besonderen Umständen und Erfordernissen Rechnung zu tragen.

Figure E-8. German-U.S. Administrative Agreement of 3 July/2 August 1967 (German)—continued

Administrative Agreement on Principles to be Applied for the Conclusion of Agreements on Use under Article 48 paragraph (3) of the Supplementary Agreement to the NATO Status of Forces Agreement in Respect of *Land*-owned Accommodations.

Under Article 48, paragraph (3)(a) and (b), SA to NATO SOFA, Agreements on Use will be concluded in respect of accommodations which will be or have been made available to the U.S. Forces or a Civilian Component according to Article 48 paragraph (1) or (2) SA to NATO SOFA. The following principles are applicable to *Land*-owned accommodations, which will be made available or have been made available free of charge to the U.S. Forces.

1. Under Article 48 SA to NATO SOFA, the Federal Republic of Germany (the Federation) will ensure by appropriate measures between the Federation and the Land concerned that the U.S. Forces will be entitled to use the Land-owned accommodation in accordance with the provisions of the SA to NATO SOFA and Protocol of Signature.
 - a) The rights and obligations devolving upon the U.S. Forces in respect of Land-owned accommodations will be as set out in accordance with the provisions of the NATO SOFA, the SA to NATO SOFA and Protocol of Signature. The obligations of the Federation resulting from the legal relationship with the Land will be fulfilled by the U.S. Forces in accordance with the NATO SOFA, the SA to NATO SOFA and the Protocol of Signature thereto, insofar as the specific obligations are made known by the Federation to and accepted by the U.S. Forces. Pursuant to Article 63 paragraph (4)(b) SA to NATO SOFA, the U.S. Forces are relieved from the liability for any possible claim to compensation that may be due to the Land under German Law (compensation for anticipatory possession/compensation for use), except to the extent that other arrangements have been or will be made. Where the Federation is liable vis-à-vis the Land to bear the costs mentioned in Article 63 paragraph (4)(d) SA to NATO SOFA and is required by the Land to pay these costs, the U.S. Forces will reimburse the Federation for all amounts which the Federation is to pay to the Land in this connection. Duplication of payment to the Land will be prevented by arrangements pursuant to paragraph (9) of the Protocol of Signature to Article 63 SA to NATO SOFA.
 - b) In order to ensure that the arrangements between the Federation and the Land adequately meet the requirements of the U.S. Forces in terms of time and substance, the authorities of the Bundesvermögensverwaltung and the authorities of the U.S. Forces will cooperate closely within the meaning of paragraph (3) of the Protocol of Signature re Article 48 SA to NATO SOFA.
 - c) Prior to the conclusion of arrangements between the Bundesvermögensverwaltung and a Land in respect of accommodation to be placed at the disposal of the U.S. Forces, the U.S. Forces will be given the opportunity to examine and comment upon the proposed arrangements.
2. a) For accommodations which are to be made available to the U.S. Forces under Article 48, paragraph (1), SA to NATO SOFA, a Real Property Consignment Agreement according to the attached form (Annex 1) will be concluded between the U.S. Forces and the Bundesvermögensverwaltung in respect of the accommodation; the Real Property Consignment Agreement will be concluded in the light of the arrangements between the Federation and the Land. The Real Property Consignment Agreement will be concluded at the time the accommodation is handed over to the U.S. Forces. The condition of the accommodation will be established by joint U.S. Forces/German inspection at the time of hand-over and a joint record thereof made by both parties.

Figure E-9. German-U.S. Administrative Agreement of 30 October 1987 (English)

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- b) For Land-owned accommodations that have already been made available to the U.S. Forces under Article 48, paragraph (2), SA to NATO SOFA, a Real Property Consignment Agreement (Annex 1) will subsequently be concluded for the accommodation involved. Where the condition of a Land-owned accommodation was jointly established on a previous occasion (such as of 1 July 1963 - in accordance with paragraph (7) of the Protocol of Signature re Article 41, SA to NATO SOFA) that condition will be accepted by the Federation and the U.S. Forces for the purposes of this agreement. In the contrary case, the condition will be jointly established at the time of the conclusion of the agreement.
 - c) The authorities of the Bundesvermögensverwaltung and the authorities of the U.S. Forces will give each other all assistance in the description and recording of the accommodation (including, in particular, identification of property procured, constructed or improved, as the case may be, with Occupation, Mandatory, Support Costs, or national funds of the U.S. Forces). Appropriate experts may be consulted by both sides.
 - d) The provisions of this Administrative Agreement will be deemed to be a part of each Real Property Consignment Agreement, except as otherwise specifically provided therein.
3. If a third party asserts a damage claim against the Land as owner and/or the Federation as possessor of the property and the damage is caused by an act or omission of the user within the scope of Article VIII paragraph (5) NATO SOFA, the claim will be settled in accordance with the provisions of Article VIII paragraphs (5) and (8) NATO SOFA and Article 41 paragraph (11) SA to NATO SOFA, provided that, if the Land and/or the Federation has settled the claim as owner/possessor of the property, it will be subrogated as claimant, subject to Article VIII paragraph (5)(e) NATO SOFA.
 4. Any special terms or conditions concerning the rights and obligations of the U.S. Forces vis-à-vis the Federation, deriving either from arrangements between the Federation and the Land specifically accepted by the U.S. Forces, or from arrangements specifically agreed upon by the U.S. Forces and the Federation, and which are not covered by this Administrative Agreement, will be set forth in the Real Property Consignment Agreement (Annex 1) for the particular accommodation. Such special terms or conditions will normally be included in an appendix to the Real Property Consignment Agreement. In the relationship between the Federation and the U.S. Forces, the terms and conditions of the Real Property Consignment Agreement will prevail over any conflicting provisions resulting from the legal relationship between the Federation and the Land.
 5. The execution of construction works of the U.S. Forces, including repair and maintenance work, will be governed by the provisions of Article 49 SA to NATO SOFA and agreements relating thereto.
 6. Where the U.S. Forces intend to terminate the use relationship, they will give an advance notice in writing to the Federation as early as possible, preferably 90 days in advance, but in any case at least 30 days in advance of the planned date of release. Upon termination of the use relationship, the condition of the accommodation and extent of inventory will be jointly established by representatives of the U.S. Forces and the Federation.
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Figure E-9. German-U.S. Administrative Agreement of 30 October 1987 (English)—Continued

7. The settlement of rights and obligations upon release of a Land-owned accommodation will be as set forth in Annex 2 which, by this reference, is made an integral part of this Agreement.
8. Except as agreed otherwise in the individual Real Property Consignment Agreements or in this Administrative Agreement, the NATO SOFA and the SA to the NATO SOFA with the Protocols of Signature and further implementing arrangements will govern the assignment to and use by the U.S. Forces of Land-owned accommodations.
9. The agreement has been drawn up in the English and German languages, both versions being equally authentic.

Bonn, 30 November 1987

Heidelberg, 30 October 1987

*FÜR DAS BUNDESMINISTERIUM
DER FINANZEN*

FOR THE COMMANDER IN CHIEF,
UNITED STATES ARMY, EUROPE

/s/
DR. FISCHER
MINISTERIALDIRIGENT

/s/
R. S. KEM
MAJOR GENERAL, GS
DEPUTY CHIEF OF STAFF, ENGINEER

Figure E-9. German-U.S. Administrative Agreement of 30 October 1987 (English)—Continued

Verwaltungsabkommen über Grundsätze, nach denen beim Abschluß von Überlassungsvereinbarungen für landeseigene Liegenschaften gemäß Artikel 48 Abs. (3) des Zusatzabkommens zum NATO-Truppenstatut (ZANTS) verfahren wird.

Gemäß Artikel 48, Abs. (3)(a) und (b) ZA NTS sind für Liegenschaften, die einer Truppe oder einem zivilen Gefolge nach Maßgabe von Artikel 48 Abs. (1) oder (2) ZA NTS überlassen werden oder überlassen worden sind, Überlassungsvereinbarungen abzuschließen. Die folgenden Grundsätze gelten für die den U.S.-Streitkräften unentgeltlich zu überlassenden oder überlassenen landeseigenen Liegenschaften.

1. Gemäß Artikel 48 ZA NTS stellt die Bundesrepublik Deutschland (Bund) durch geeignete Maßnahmen zwischen dem Bund und dem betreffenden Land die den U.S.-Streitkräften nach Maßgabe des ZA NTS und des Unterzeichnungsprotokolls (UP) zustehenden Benutzungsrechte an der landeseigenen Liegenschaft sicher.
 - a) Die für die U.S.-Streitkräfte bestehenden Rechte und Pflichten in bezug auf landeseigene Liegenschaften entsprechen den gemäß dem NTS, dem ZA NTS und den UP festgelegten Rechten und Pflichten. Die aus dem jeweiligen Rechtsverhältnis mit dem Land für den Bund bestehenden Pflichten werden von den U.S.-Streitkräften nach Maßgabe des NTS, des ZA NTS und des UP erfüllt, soweit die einzelnen Pflichten vom Bund kenntlich gemacht und von den U.S.-Streitkräften anerkannt worden sind. Die U.S.-Streitkräfte sind nach Artikel 63 Abs. (4)(b) ZA NTS von der Zahlung eines Entgelts (Besitzeinweisungsentschädigung/Nutzungsentschädigung), das dem Land aufgrund des deutschen Rechts ggf. zusteht, befreit, soweit nicht etwas anderes vereinbart ist oder wird.

Soweit der Bund dem Land gegenüber zur Tragung der in Artikel 63 Abs. (4)(d) ZA NTS erwähnten Kosten verpflichtet ist und vom Land in Anspruch genommen wird, erstatten die U.S.-Streitkräfte dem Bund alle Beträge, die dieser an das Land in diesem Zusammenhang zu zahlen hat. Doppelte Zahlungen an das Land werden durch Absprachen gemäß Abs. (9) UP zu Art. 63 ZA NTS vermieden.
 - b) Um sicherzustellen, daß die Regelungen zwischen dem Bund und dem Land den Bedarf der U.S.-Streitkräfte zeitlich und sachlich in angemessener Weise decken, arbeiten die Behörden der Bundesvermögensverwaltung und die Dienststellen der U.S.-Streitkräfte im Sinne des Abs. (3) UP zu Art. 48 ZA NTS eng zusammen.
 - c) Vor Abschluß von Vereinbarungen zwischen der Bundesvermögensverwaltung und einem Land über den U.S.-Streitkräften zu überlassende Liegenschaften wird den U.S.-Streitkräften Gelegenheit gegeben, die vorgesehenen Regelungen zu prüfen und dazu Stellung zu nehmen.
2. a) Für Liegenschaften, die den U.S.-Streitkräften gemäß Artikel 48 Abs. (1) ZA NTS überlassen werden sollen, wird eine Überlassungsvereinbarung nach dem beigefügten Muster (Anlage 1) zwischen den U.S.-Streitkräften und der Bundesvermögensverwaltung abgeschlossen; die Überlassungsvereinbarung wird unter Berücksichtigung der zwischen dem Bund und dem Land getroffenen Regelungen geschlossen.

Figure E-10. German-U.S. Administrative Agreement of 30 October 1987 (German)

Die Überlassungsvereinbarung wird zum Zeitpunkt der Übergabe der Liegenschaft an die U.S.-Streitkräfte abgeschlossen. Der Zustand der Liegenschaft wird durch eine gemeinsame Figure E-4. Besichtigung zum Zeitpunkt der Übergabe festgestellt und eine gemeinsame Niederschrift beider Parteien darüber angefertigt.

- b) Für bereits gemäß Artikel 48 Abs. (2) ZA NTS den U.S.-Streitkräften überlassene landeseigene Liegenschaften wird der Abschluß einer Überlassungsvereinbarung (Anlage 1) für die betreffende Liegenschaft nachgeholt. Ist der Zustand einer landeseigenen Liegenschaft bereits früher (z.B. zum 1. Juli 1963 -gemäß Abs..(7) UP zu Art. 41 ZA NTS) gemeinsam festgestellt worden, so wird dieser Zustand vom Bund und von den U.S.-Streitkräften für die Zwecke dieser Vereinbarung anerkannt. Andernfalls erfolgt die gemeinsame Zustandsfeststellung zum Zeitpunkt des Abschlusses der Überlassungsvereinbarung.
 - c) Die Behörden der Bundesvermögensverwaltung und die Dienststellen der U.S.-Streitkräfte gewähren sich bei der Beschreibung und Erfassung der Liegenschaft (einschließlich der Ermittlung der mit Besatzungskosten-, Auftragsausgaben-, Stationierungskosten- und Heimatmitteln der U.S.-Streitkräfte beschafften oder errichteten Vermögenswerte bzw. finanzierten Investitionen) gegenseitig jede Unterstützung. Geeignete Sachverständige können von beiden Seiten hinzugezogen werden.
 - d) Die Bestimmungen dieses Verwaltungsabkommens sind Bestandteil jeder Überlassungsvereinbarung, soweit nicht ausdrücklich etwas anderes darin bestimmt ist.
3. Macht ein Dritter einen Schadensersatzanspruch gegen das Land als Eigentümer und/oder den Bund als Besitzer der Liegenschaft geltend, und ist der Schaden durch eine unter Abs. (5) des Artikels VIII des NATO-Truppenstatuts fallende Handlung oder Unterlassung des Benutzers verursacht worden, so wird der Anspruch nach den Vorschriften der Abs. (5) und (8) des Artikels VIII des NATO-Truppenstatuts und des Abs. (11) des Artikels 41 ZA NTS mit der Maßgabe geregelt, daß das Land und/oder der Bund, wenn es/er als Eigentümer/Besitzer der Liegenschaft den Anspruch befriedigt hat, unbeschadet Abs. (5)(e) des Artikels VIII NTS in die Rechte des Anspruchstellers eintritt.
 4. Besondere Bestimmungen hinsichtlich der Rechte und Pflichten der U.S.-Streitkräfte gegenüber dem Bund, die sich entweder aus den zwischen dem Bund und dem Land getroffenen Regelungen, die die U.S.-Streitkräfte im einzelnen anerkannt haben, ergeben und/oder von den U.S.-Streitkräften und dem Bund besonders vereinbart worden sind und die nicht in dieser Verwaltungsvereinbarung enthalten sind, werden in der Überlassungsvereinbarung (Anlage 1) für die betreffende Liegenschaft festgelegt. Diese besonderen Bestimmungen sind in der Regel in einem Anhang zur Überlassungsvereinbarung enthalten. Sofern Bestimmungen der Überlassungsvereinbarung mit dem zwischen dem Bund und dem Land bestehenden Rechtsverhältnis nicht übereinstimmen, gilt im Verhältnis zwischen dem Bund und den U.S.-Streitkräften die Überlassungsvereinbarung.
 5. Die Durchführung von Baumaßnahmen der U.S.-Streitkräfte, einschließlich Instandsetzung und Instandhaltung, richtet sich nach Artikel 49 ZA NTS und den dazu geschlossenen Vereinbarungen.

Figure E-10. German-U.S. Administrative Agreement of 30 October 1987 (German)—Continued

6. Eine in Aussicht genommene Beendigung des Überlassungsverhältnisses teilen die U.S.-Streitkräfte dem Bund möglichst frühzeitig im voraus, tunlichst 90 Tage, mindestens aber 30 Tage vor der beabsichtigten Freigabe, schriftlich mit. Bei Beendigung des Überlassungsverhältnisses wird der Zustand der Liegenschaft und der Umfang des Zubehörs von Vertretern der U.S.-Streitkräfte und des Bundes gemeinsam festgestellt.
7. Die Regelung von Rechten und Pflichten bei der Freigabe einer landeseigenen Liegenschaft ist in Anlage 2 festgelegt, die hiermit Bestandteil dieser Vereinbarung wird.
8. Soweit, in den einzelnen Überlassungsvereinbarungen oder in diesem Verwaltungsabkommen nichts anderes vereinbart ist, gelten das NATO-Truppenstatut und das Zusatzabkommen zum NATO-Truppenstatut mit den Unterzeichnungsprotokollen und weitere ergänzende Regelungen für die Überlassung landeseigener Liegenschaften zur Benutzung durch die U.S.-Streitkräfte.
9. Dieses Abkommen ist in englischer und deutscher Sprache gefaßt. Beide Fassungen sind gleichermaßen verbindlich.

Bonn, 30 November 1987

Heidelberg, 30 October 1987

FÜR DAS BUNDESMINISTERIUM
DER FINANZEN:

*FOR THE COMMANDER IN CHIEF
UNITED STATES ARMY, EUROPE*

/s/
DR. FISCHER
MINISTERIALDIRIGENT

/s/
R. S. KEM
*MAJOR GENERAL, GS
DEPUTY CHIEF OF STAFF, ENGINEER*

Figure E-10. German-U.S. Administrative Agreement of 30 October 1987 (German)—Continued

APPENDIX F LEASING RESTRICTIONS AND LIMITS

F-1. GENERAL

The United States Code, Title 10, sections 2662, 2675, and 2828; AR 405-10; and AR 420-1 restrict and limit the leasing of real estate. [Paragraph F-5](#) addresses USAFE/AFAFRICA leasing restrictions and limits.

F-2. LEASE TERMS

Leases and lease renewal in foreign countries will not be for firm terms of more than 10 years.

F-3. RENTS

All leases with annual rents exceeding \$750,000 require notice to Congress.

F-4. ALTERATIONS TO LEASED PROPERTIES

a. Alterations to Family housing leases are subject to the limits of AR 420-1.

b. Alterations, additions, and improvements to non-Family housing leases undertaken with U.S. funds during the tenure of the lease are subject to the provisions of AR 420-1. For the Army in Europe, initial alterations to non-Family housing leases that exceed delegated project approval authority are prohibited. Initial alterations below the amount designated by the project approval authority but exceeding 100 percent of the first year's rent require Director, IMCOM-Europe, approval.

c. When a lease is terminated, provisions will be made for either the disposition of improvements or credit to the U.S. Government for improvements.

NOTE: For USAREUR, USACE-Europe is responsible for all contract actions, including lease terminations and agreements on the disposition of improvements, for the Army in Europe. USAFE/AFAFRICA is responsible for their own leasing.

F-5. USAFE/AFAFRICA LEASING PROCEDURES

Leasing restrictions and limits are governed by Air Force Instruction 32-9001, and by Air Force Instruction 32-6001.

APPENDIX G RECOUPING RESIDUAL VALUE

G-1. PURPOSE

This appendix provides guidance for establishing, recording, and negotiating compensation for the residual value of U.S. Forces improvements left in real estate owned by the German Federal Government or a German State.

G-2. GENERAL

a. Article 52 of the Supplementary Agreement (SA) to the NATO Status of Forces Agreement (SOFA) states that U.S. Forces are entitled to claim reimbursement from Germany for the residual value of improvements financed by U.S. dollar funds that are left in place when real estate is released.

b. According to the Protocol of Signature, NATO SOFA SA, Article 52, negotiations are required to establish the residual value of released improvements, equipment, and supplies based on their military or economic use, or on the net proceeds (if any) from their sale. These provisions apply to any accommodations (real property) owned by the German Federal Government or a German State and released by U.S. Forces after 1 July 1963 (the date that the NATO SOFA SA became effective).

c. All U.S.-financed improvements (dollar or those made with funds from *Deutsche Mark (DM)* Occupation and Mandatory Expenditure or Support (OMS)) will be considered. This includes improvements made before and after the effective date of the NATO SOFA SA. U.S. Dollar-funded improvements include both appropriated and nonappropriated fund investments.

d. Residual-value credit due to the United States may be reduced by German counterclaims for damages. Under the NATO SOFA SA, Article 52, paragraph 4, U.S. Forces may offset these damage claims against the residual value of *DM* OMS improvements. (U.S. Forces may not claim actual reimbursement for *DM* OMS residual values.)

e. Responsible commanders must use sound judgment to distinguish between damage and fair wear and tear. While U.S. Forces have no obligation to pay for noncompensable damages, Germany may apply these damages as an offset to the value of *DM* OMS-funded improvements and any U.S. residual-value compensation for U.S. dollar-funded improvements.

f. U.S. Forces are obliged to maintain property in a proper state of preservation (NATO SOFA SA, Art 48, para 4), but cannot be expected to restore property originally received in damaged or rundown condition. U.S. Forces will not accept liability for restoring war-damaged buildings or facilities (including installed equipment) that have outlived their useful life and are not economically repairable.

g. When negotiating residual value against U.S. damage liabilities, the accepted practice is to consider the particular installation or portions of the installation being released as an economic unit. The claim for residual value and the damage assessment will cover only the released portion.

G-3. DAMAGES

Appendix E, [paragraph E-6](#), provides information on damage assessment and liability.

G-4. ARMY IN EUROPE PROCEDURES

a. Establishing the Cost of U.S.-Funded Improvements. The initial documentation of the cost of U.S.-funded improvements is an important step in establishing the basis for U.S. residual-value negotiations with Germany.

(1) Responsible commanders ([glossary](#)) will prepare cost estimates of U.S.-funded improvements as explained in (2)(a) through (c) below. Responsible commanders may use a format similar to that in [figure G-1](#) to estimate costs, or may use software-generated estimates.

(2) An engineer must decide the best method of estimating cost. The Real Estate Requirements Branch recommends use of the depreciated-replacement-cost method for this purpose. This method involves the following:

- (a) Calculating the cost of constructing the improvement at the time of release.
- (b) Adjusting the construction cost according to damages to the improvement.
- (c) Depreciating for use and obsolescence.

1. Depreciation factors may be estimated or taken from locally available indexes covering lifetime and depreciation factors for building construction and equipment.

2. Estimates depend on the best judgment of the engineer making the computation. Flexibility may be used when weighing factors.

(3) After the inventory and condition survey is completed, the responsible commander will complete AE Form 405-8B, and sign in section c of the form. The responsible commander will send six copies of the completed form to the real estate contracting officer.

b. Negotiations.

(1) The Real Estate Requirements Branch, Office of the Assistant Chief of Staff, G4, HQ IMCOM-Europe will—

- (a) Negotiate final residual-value settlements.
- (b) Resolve all unsettled claims and include these settlements with other settlements for installation returns in the same fiscal year.
- (c) When appropriate, provide residual-value settlements for review by the U.S. Office of Management and Budget, obtain final approval from USEUCOM and DOD, and finalize settlements on residual-value compensation and damage claims with the German authorities.

(2) The Chief, Environmental & Real Property Branch/Europe Division, Facility Engineering Directorate, Air Force Civil Engineer Center (AFCEC/CFEE), will provide the Real Estate Requirements Branch the opportunity to participate in negotiations, discussions, and meetings with the German authorities on issues affecting Army in Europe programs according to USEUCOM Instruction 4101.01.

G-5. USAFE/AFAFRICA PROCEDURES

a. For USAFE/AFAFRICA installations, the Chief, AFCEC/CFEE, will apply the procedures in [paragraph G-4](#) *mutatis mutandis* ([glossary](#)) to establish residual values and process receipts for U.S. investments.

b. Local residual-value negotiations will be conducted under the direction of the Chief, AFCEC/CFEE, in coordination with the executive agent.

c. The Real Estate Requirements Branch will provide the Chief, AFCEC/CFEE, the opportunity to participate in negotiations, discussions, and meetings with the German authorities on issues affecting USAFE/AFAFRICA programs according to USEUCOM Instruction 4101.01.

ESTIMATE OF U.S.-FUNDED IMPROVEMENTS					
Date:		Installation:		Building number:	
Description of improvement:					
Fund source:			Construction year:		
Cost calculation					
A	Age on release date		H	Depreciation ($100 \times A \div G$)	
B	U.S. dollar-funded construction cost in euro (note)		I	Decrease or increase of condition (as determined by the on-site inspection)	
	Conversion rate				
C	euro-funded construction cost		J	Investment percent ($100 - (H+I)$)	
D	Cost index on release date		K	euro investment ($F \times J \div 100$)	
E	Cost index in construction year		L	Removal cost	
F	Present-day construction cost ($C \times D \div E$)		M	Restoration cost	
G	Life expectancy of improvement		N	Salvage value	
On-site inspection remarks:					
Prepared by:			Reviewed by:		
NOTE: Convert original U.S. construction cost from U.S dollars to euro using the conversion rate at time of U.S. release. Show conversion rate and make all subsequent entries in euro.					

Figure G-1. Format for Estimating U.S.-Funded Improvements

GLOSSARY

SECTION I ABBREVIATIONS

AFA	Air Forces Africa
AFI	Air Force Instruction
APR	accommodation program request
AR	Army Regulation
AFCEC	Air Force Civil Engineering Center
CFEE	Environmental and Real Property Branch
Det 4/CE	Detachment 4/Civil Engineering
DA	Department of the Army
<i>DM</i>	<i>Deutsche Mark</i>
DOD	Department of Defense
DPW	Director of Public Works
FMOD	German Federal Ministry of Defense
HQDA	Headquarters, Department of the Army
HQ USAFE/AFAFRICA	Headquarters, United States Air Forces in Europe
NATO	North Atlantic Treaty Organization
no.	number
OMS	Occupation and Mandatory Expenditure or Support
RECO	real estate contracting officer
RPOD	real property obligation document
SA	Supplementary Agreement to the NATO Status of Forces Agreement
SOFA	Status of Forces Agreement
SRB	<i>Schadesregulierungsstellen des Bundes</i> (German Federal Damage Settlement Offices)
U.S.	United States
USACE-Europe	U.S. Army Corps of Engineers, Europe District
USAFE	U.S. Air Forces in Europe
USAG	U.S. Army Garrison
USAREUR	U.S. Army in Europe
USEUCOM	U.S. European Command
USFLO	U.S. Forces liaison officer
UTM	Universal Transverse Mercator

SECTION II TERMS

accommodation consignment agreement

A document prepared by a competent German authority and executed with a U.S. real estate contracting officer. The agreement gives U.S. Forces the right to use German Federal property or *deutsche-mark*-constructed property made available to the U.S. Forces rent-free (or rent-payable by exception).

accommodation requirement

A valid military need for real estate because of a U.S. Forces-assigned task or mission.

compensable damage (to German-owned property)

Damages caused willfully, by gross negligence, or by the failure of U.S. Forces to properly repair and maintain the property.

damage

The loss of or impairment to real property used by U.S. Forces and caused by an act or omission of U.S. Forces or by other occurrence for which U.S. Forces are responsible. Damages do not apply to deficiencies in improvements made by U.S. Forces. Such deficiencies merely reduce the residual value that U.S. Forces may claim for the improvements.

easement

A nonpossessory right or privilege to use the land of another for certain purposes (for example, the installation of utility lines, access).

gross negligence

A gross lack of care that constitutes a conscious indifference to, and wanton disregard of, the care of a property (for example, when windows are knowingly left open in a vacant, German-owned property during inclement weather, allowing rain or snow to enter and severely damage the wooden flooring or other interior parts).

mutatis mutandis

With the respective differences having been considered.

noncompensable damage (to German-owned property)

Damages waived by Germany under the Supplementary Agreement to the NATO Status of Forces Agreement, Article 41, paragraph 3(a); and the Protocol of Signature, Article 41, paragraph 5. These include all damages other than those caused through willful acts or gross negligence, or by the failure of U.S. Forces to properly repair and maintain the property. Examples of noncompensable damages are missing sanitary fixtures, broken roof tiles, breaks in pavements or hardstands, missing keys, and cracked wall mirrors and shelving.

real estate

Land and interests in land, buildings, structures, utility systems, and other improvements ordinarily considered real property. Real estate also includes limited interests such as rights of way, easements, and training rights in land or other accommodations.

real estate contracting officer

A military officer, civil service employee, or local national employee of the U.S. Government who performs real estate functions in a specific area. In the U.S. Army in Europe area of operations, the USACE-Europe has been delegated authority to enter into and manage real estate contracts and related transactions. In USAFE/AFAFRICA, real estate contracting officers will be designated as directed by the Commanding General, USAFE/AFAFRICA.

real property consignment agreement

A document prepared by the competent German authority and executed with the U.S. real estate contracting officer. The agreement gives the U.S. Forces rights for using German State-owned property made available to U.S. Forces on a rent-free basis (rent payable only by exception).

real property obligation document

A document executed between the competent German authority and the designated U.S. real estate contracting officer. The document assigns to U.S. Forces an interest in real property acquired through lease-type arrangements by Germany on behalf of U.S. Forces. This document is issued both for private or community-owned property and certain German-owned property made available for U.S. use on a rent-payable basis.

requisition damage

Damage resulting from the requisition (confiscation) of private property.

residual value

The in-place monetary value agreed on with German authorities for improvements to real estate, fixed equipment, or supplies left in real estate by U.S. Forces. These improvements include the following:

- a. New construction. In the case of U.S. dollar-funded (appropriated and nonappropriated) and *Deutsche Mark* Occupation and Mandatory Expenditure or Support -funded projects, improvements may include new facilities and additions made by U.S. Forces to existing buildings.
- b. Additions in the form of fixed-in-place equipment and appurtenances.
- c. Replacements involving items of considerably better quality or value (for example, replacing wood and tarpaper roofing with terracotta, slate, or corrugated-metal roofing).
- d. Rehabilitation or modernization of existing buildings and structures that results in appreciable enhancement in value (for example, the replacement of ordinary glass windows with thermopane glass).
- e. Landscaping (for example, new construction of sidewalks and lighting systems, construction of golf-course greens and fairways).

responsible commanders

- a. U.S Army garrison commanders responsible for acquiring, managing, and disposing of real estate.
- b. Commanders in USAFE/AFAFRICA who are designated by the Commander, USAFE/AFAFRICA in Europe to acquire, manage, and dispose of real estate.

USAG Master Plan

Defined in AR 210-20, para 4-2.

USAG real property planning board

Defined in AR 210-20, glossary.

willful damage

Damage caused through acts (vandalism) deliberately intended to cause damage (for example, breaking windows, mutilating floors or walls, maliciously defacing property). Willful damage does not include damages that, although deliberate, were made for a useful purpose (for example, cutting holes in a wall to pass pipes or conduits; removing sanitary fixtures to convert a building to another purpose).