

Headquarters
United States Army Europe
Wiesbaden, Germany

Army in Europe
Regulation 405-8*

Headquarters
United States Army Installation Management Command
Europe
Sembach, Germany

Headquarters
United States Air Forces in Europe/
United States Air Forces Africa
Ramstein, Germany

USAFE/AFAFRICA
Instruction 32-9005*

25 November 2019

Real Estate

Acquiring, Managing, and Disposing of Real Estate in Germany

This publication supersedes AE Regulation 405-8 USAFE/AFAFRICA Instruction 32-9005,
22 October 2019.

For the Director:

KARI K. OTTO
Chief of Staff

Official:



SCOTT T. CHANCELLOR
*Chief, Army in Europe
Document Management*

Summary. This publication explains how U.S. Forces acquire, manage, and dispose of real estate in Germany.

Summary of Change. This revision updates appendix E, figures [E-1](#), [E-3](#), [E-5](#), and [E-6](#).

Applicability. This publication applies to—

- The Army in Europe, and USAFE/AFAFRICA elements, in Germany.
- Elements in Germany supported by the Army in Europe and by USAFE/AFAFRICA.

Records Management. Records created as a result of processes prescribed by this publication must be—

- Identified, maintained, and disposed of by the Army in Europe according to AR 25-400-2. Record titles and descriptions are located on the Army Records Information Management System website at <https://www.arims.army.mil>.

- Maintained by USAFE/AFAFRICA elements in accordance with Air Force Manual 33-363, Management of Records, and disposed of in accordance with the Air Force Records Disposition Schedule.

Supplementation. Organizations will not supplement this publication without approval of the Real Estate Requirements Branch, Office of the Assistant Chief of Staff, G4, HQ IMCOM-Europe (mil 544-0543).

Forms. This publication prescribes [AE Form 405-8A](#) and [AE Form 405-8B](#). AE and higher level forms are available through the Army in Europe Library & Publishing System (AEPUBS) at <http://www.aepubs.eur.army.mil/>.

Suggested Improvements. The proponent of this publication is the Real Estate Requirements Branch, Office of the Assistant Chief of Staff, G4, HQ IMCOM-Europe (mil 544-0543). Army users may suggest improvements to this publication by sending DA Form 2028 to the Real Estate Requirements Branch by e-mail to usarmy.rheinland-pfalz.id-europe.mbx.real-estate-requirements@mail.mil. USAFE/AFAFRICA elements in Germany may refer recommended changes and questions about this publication to the Chief, Environmental and Real Property Branch/Europe Division, Facility Engineering Directorate, Air Force Civil Engineer Center, Unit 3101, APO AE 09094-3101, by submitting AF Form 847 through the appropriate functional chain of command.

Distribution. This publication is available only electronically and is posted in AEPUBS at <http://www.aepubs.eur.army.mil/>.

CONTENTS

SECTION I INTRODUCTION

1. Purpose
2. References
3. Explanation of Abbreviations and Terms
4. Responsibilities
5. International Agreements

SECTION II ACQUISITION

6. General
7. Determining Real Estate Needs
8. Accommodation Program Request Procedures
9. Site Selection and Entry Rights
10. Acquisition Procedures
11. Accepting Real Estate

SECTION III ADMINISTRATION

- 12. Application for USAFE/AFAFRICA
- 13. Turnover and Assignment Procedures
- 14. Management
- 15. Real Estate Payments

SECTION IV DISMANTLING BUILDINGS AND OTHER IMPROVEMENTS ON LAND HELD BY U.S. FORCES

- 16. General
- 17. Dismantling Procedures for the Army in Europe
- 18. Dismantling Procedures for USAFE/AFAFRICA

SECTION V DISPOSING OF IMPROVED PROPERTY (INCLUDING LAND)

- 19. Approval Authority
- 20. Processing Release Requests
- 21. U.S. Army in Europe Disposal Procedures
- 22. Disposals in Connection with Alternate Construction Facilities
- 23. USAFE/AFRICA Disposal Procedures
- 24. Release Documentation

SECTION VI REAL ESTATE CLAIMS

- 25. Claims on Property Held or Released

Appendixes

- A. References
- B. Acquisition and Administration of Real Estate Under the U.S.-German Technical Arrangements of 11 March 1957
- C. Administration of German-Owned Replacement Facilities Under the U.S.-German Technical Arrangements of 23 February 1962
- D. Procedures for Preparing Accommodation Program Requests
- E. Acquisition, Documentation, and Disposal of Rent-Free Property
- F. Leasing Restrictions and Limits
- G. Recouping Residual Value

Figures

- D-1. Sample Accommodation Program Request (Army)
- D-2. Sample Accommodation Program Request (Air Force)
- E-1. Format for an Accommodation Consignment Agreement (English)
- E-2. Sample Enclosure B to Accommodation Consignment Agreement (English)
- E-3. Format for an Accommodation Consignment Agreement (German)

- E-4. [Sample Enclosure B to Accommodation Consignment Agreement \(German\)](#)
- E-5. [Format for a Real Property Consignment Agreement \(English\)](#)
- E-6. [Format for a Real Property Consignment Agreement \(German\)](#)
- E-7. [German-U.S. Administrative Agreement of 3 July/2 August 1967 \(English\)](#)
- E-8. [German-U.S. Administrative Agreement of 3 July/2 August 1967 \(German\)](#)
- E-9. [German-U.S. Administrative Agreement of 30 October 1987 \(English\)](#)
- E-10. [German-U.S. Administrative Agreement of 30 October 1987 \(German\)](#)
- G-1. [Format for Estimating U.S.-Funded Improvements](#)

Glossary

SECTION I INTRODUCTION

1. PURPOSE

This publication prescribes policy and procedures for acquiring, managing, and disposing of real estate in Germany.

2. REFERENCES

[Appendix A](#) lists references.

3. EXPLANATION OF ABBREVIATIONS AND TERMS

The [glossary](#) defines abbreviations and terms used in this publication.

4. RESPONSIBILITIES

a. [AE Regulation 405-5](#) defines the responsibilities of responsible commanders ([glossary](#)) associated with acquiring, managing, and disposing of real estate in their respective area of operations (AO).

b. The U.S. Army Corps of Engineers, Europe District (USACE-Europe) provides real estate acquisition, disposal, and related services for the Army in Europe, and for elements supporting the Army in Europe, in accordance with pertinent Army regulations. Through its designated real estate contracting officers (RECOs), USACE-Europe is the only U.S. Army element authorized to negotiate the acquisition, disposal, and exchange of U.S. Army real estate with German authorities.

c. The Chief, Environmental and Real Property Branch, Europe Division, Facility Engineering Directorate, Air Force Civil Engineer Center (AFCEC/CFEE), prescribes responsibilities for real estate services on USAFE/AFAFRICA installations.

5. INTERNATIONAL AGREEMENTS

Real estate operations in Germany are affected by—

a. Basic international agreements, including the NATO Status of Forces Agreement (SOFA) and the revised Supplementary Agreement (SA) to the NATO SOFA.

b. Technical arrangements between the German Government and U.S. Forces, including the following:

(1) The U.S.-German Technical Arrangements of 11 March 1957, Leasing of Accommodations to Meet the Requirements of the U.S. Forces and Their Members. [Appendix B](#) provides procedures for acquiring and administrating real estate under these arrangements.

(2) The U.S.-German Technical Arrangements of 23 February 1962, Leasing of Accommodations in Conjunction with the Federal Republic's Final Release Program. [Appendix C](#) provides procedures for administrating real estate under these arrangements.

c. Administrative agreements and implementing arrangements. These include the following:

(1) The U.S.-German Implementing Arrangement of 10 May 1962 for settling claims over damages to properties occupied by U.S. Forces under the U.S.-German Technical Arrangements of 11 March 1957.

(2) The administrative agreement concerning the conclusion of agreements (*Überlassungsvereinbarungen*) according to the NATO SOFA SA, Article 48, paragraph 3(a) and (b), for accommodations that may be used free of charge under Article 63, paragraph 4(a). This agreement was concluded on 2 August 1967 between the United States and Germany.

(3) The administrative agreement of 30 October and 30 November 1987 on concluding agreements for using German State-owned accommodations under the NATO SOFA SA, Article 48, paragraph (3).

(4) The special agreement implementing paragraph 6(e) of the U.S.-German Technical Arrangements of 23 February 1962.

(5) The agreement of 5 November 1970 concerning the financial obligation of U.S. Forces associated with concluding contracts for U.S. use of forested areas for defense purposes.

(6) The agreement of 21 May 1969 on procedures for determining requisition damages with regard to privately owned properties acquired by Germany after 31 December 1964.

(7) The administrative agreement of 16 January 1971 on the notification of accommodation requirements and processing these requirements under the NATO SOFA SA, Articles 48 and 53.

(8) The agreement of 15 May and 6 June 1968 on acquiring real estate in Germany under wartime conditions.

(9) The agreement of 14 March and 27 March 1973 on transferring designated U.S. facilities to the German Armed Forces during wartime.

(10) The agreement of 1 December 1965 on safeguarding the interests of U.S. Forces in compensation proceedings according to the German Restricted Areas Law.

(11) The agreement of 16 June 1967 on turning over and disposing of movable property purchased with *Deutsche Mark* occupation and mandatory expenditure or support (OMS) funds and the removal of this property from German territory.

SECTION II ACQUISITION

6. GENERAL

Real estate requirements in Germany are met according to the NATO SOFA SA and applicable administrative and implementing arrangements.

- a. Real estate owned by the German Federal Government or a German State usually is provided to U.S. Forces rent-free under consignment agreements.
- b. Private and community property is leased by the German authorities from the owner or community and made available for use by U.S. Forces under a real property obligation document (RPOD).
- c. U.S. Forces must send an accommodation program request (APR) to the German Federal Ministry of Defense (FMOD) for new real estate requirements.
- d. If the real estate of another military department meets the requirements of the requesting unit or agency, the property will be acquired by interdepartmental transfer ([para. 10b](#)).

7. DETERMINING REAL ESTATE NEEDS

When new real estate is needed, responsible commanders will determine if the requirement can be met by using facilities controlled by U.S. Forces.

- a. If facilities controlled by U.S. Forces cannot meet the requirement, the commander will define the real estate requirement and confirm that real estate must be acquired for mission accomplishment. The commander will use military construction or property owned by the German Federal Government or a German State to meet long-term needs when possible.
- b. Requests for real estate will not exceed the amounts allowed by applicable space-utilization and planning criteria.

8. ACCOMMODATION PROGRAM REQUEST PROCEDURES

- a. Pertinent agreements with the German Federal Government require U.S. Forces to submit an APR to German authorities for the acquisition of real estate. [Appendix D](#) provides the format for APRs.
- b. The Army in Europe and agencies supported by the Army in Europe will process real estate requirements in accordance with the provisions of [AE Regulation 405-5](#).
- c. For requirements of USAFE/AFAFRICA and USAFE/AFAFRICA-supported elements, the responsible USAFE/AFAFRICA commander will submit an APR to the Chief, Environmental and Real Property Branch/Europe Division, Facility Engineering Directorate, Air Force Civil Engineer Center (AFCEC/CFEE) for validation. Once the Chief, AFCEC/CFEE, validates the requirement, the responsible USAFE/AFAFRICA commander will send the APR to the Real Estate Requirements Branch, Office of Assistant Chief of Staff, G4, HQ IMCOM-Europe, for submission to German authorities.

d. Commanders will not process requests to purchase or acquire easements ([glossary](#)) for use of German public roads. Easements may be requested for use of access roads leading to installations such as remote communication sites or observation points if U.S. Forces have special maintenance requirements.

9. SITE SELECTION AND ENTRY RIGHTS

a. When U.S. Forces require a new installation or an expansion of an existing one, the Real Estate Requirements Branch, Office of the Assistant Chief of Staff, G4, HQ IMCOM-Europe, will provide the requesting office or organization with the requirements for site selection, site entry, and site acquisition.

b. Before surveying property under consideration, the senior member of the requesting office or organization will send a request for entry rights to the Real Estate Requirements Branch. The following information will be included in the request:

- (1) The purpose of the survey.
- (2) Number of personnel making the survey.
- (3) Equipment to be used in the survey.
- (4) Number and types of vehicles involved in the survey.
- (5) Dates and duration of the survey.
- (6) A description of the tests to be done on the site (if applicable).

c. In USAFE/AFAFRICA, the Chief, AFCEC/CFEE will direct site selection and entry rights actions. The base commander or designee conducting the survey will send requests according to [b above](#).

10. ACQUISITION PROCEDURES

a. General. Real estate will be acquired and occupied only as approved by the Director, IMCOM-Europe; or by the Chief, AFCEC/CFEE, as applicable. Property will not be occupied until the responsible RECO has completed formal documentation and the responsible commander has assigned the property to the requesting agency. [AE Regulation 350-22](#) provides instructions on the temporary occupancy of land under a valid maneuver-rights authorization.

b. Interdepartmental Transfers. Excess real estate belonging to one component of U.S. Forces may be used to meet the real estate needs of another component. Interdepartmental transfers will be used to acquire excess real estate from other U.S. components.

(1) After initial coordination between the losing and gaining organizations, the gaining organization will submit a formal transfer request to the Real Estate Requirements Branch or to the Chief, AFCEC/CFEE, as applicable, for approval. The transfer request must be justified and processed as a request for a new acquisition.

(2) Once a transfer request for real property involving Army in Europe elements has been approved, the Real Estate Requirements Branch will transfer the action to USACE-Europe for execution.

(3) DD Form 1354 will be used for transfer of property. Gaining and losing organizations will also transfer all applicable real estate and real property documents.

c. Rent-Payable and Rent-Free Property. The Real Estate Requirements Branch will notify USACE-Europe and the applicable garrison when the German Ministry of Defense has approved an acquisition initiated by an Army in Europe element; and will notify the Chief, AFCEC/CFEE for a USAFE/AFAFRICA acquisition. [Appendix B](#) provides procedures for acquiring property to be used on a rent-payable basis. [Appendix E](#) provides procedures for acquiring property to be used rent-free.

11. ACCEPTING REAL ESTATE

a. Responsible commanders will participate in initial inventory and condition inspections of property acquired for Army in Europe elements or for agencies supported by Army in Europe units. Condition inspections will include an environmental baseline survey if determined to be necessary by the Environmental Branch, Office of the Assistant Chief of Staff, G4, HQ IMCOM-Europe.

b. Real estate acquired for USAFE/AFAFRICA will be accepted by the Director, Installations Directorate, Air Force Civil Engineer Center. The AFCEC/CFEE will notify the Real Estate Requirements Branch when the APR has been fulfilled.

SECTION III ADMINISTRATION

12. APPLICATION IN USAFE/AFAFRICA

In USAFE/AFAFRICA, the provisions of this section will be applied *mutatis mutandis* ([glossary](#)) unless otherwise directed by either of the following:

- a. Air Force or USAFE/AFAFRICA instructions governing real property accountability.
- b. The Chief, AFCEC/CFEE.

13. TURNOVER AND ASSIGNMENT PROCEDURES

a. The applicable garrison will accept acquired or transferred property by signature on DD Form 1354. With DD Form 1354, the garrison will receive the real estate document, the inventory and condition report, property maps, plans, and drawings.

b. Once the real property accountable officer receives DD Form 1354, the real property accountable officer will use the form as a supporting document to establish accountability for the real estate asset listed on it.

c. Responsible commanders will ensure that the agency to which real property is assigned assumes responsibility for the property and its contents.

NOTE: The procedures in [a and b above](#) also apply to alternate facilities constructed or provided by German authorities, and to NATO-infrastructure facilities assigned to and occupied when U.S. Forces are the primary users of those facilities.

14. MANAGEMENT

a. Alterations. U.S. Forces will not make major alterations to property or substantial changes in property use without the consent of German authorities and the property owner.

(1) Responsible commanders will consult with the responsible USACE-Europe RECO to verify that proposed alterations or changes in use are compatible with the consignment agreement or lease. If necessary, responsible commanders will forward to the Real Estate Requirements Branch a request for formal concurrence from the property owner on major alterations or substantial changes in the use of consigned or leased properties.

(2) When German authorities approve U.S. plans for new construction, this approval meets the requirement to obtain concurrence from German authorities on major alterations to or changes in the use of consigned properties.

b. Maintenance. AR 420-1 prescribes responsibilities for maintaining and repairing U.S. Forces-controlled property. Leased property will be maintained according to the terms of the lease document.

c. Encroachment. Realty interests acquired by U.S. Forces must be protected to meet operational and training requirements. Responsible commanders are responsible for the control and surveillance of property held by U.S. Forces.

(1) To prevent infringement on U.S. real estate interests, responsible commanders will make periodic checks of land under their jurisdiction, including land next to urban developments, to verify the integrity of boundary lines and to deter unauthorized entry and encroachment. When permissible, responsible commanders will mark U.S. installation boundaries with signs.

(2) Responsible commanders will report encroachments on land controlled by U.S. Forces to the responsible USACE-Europe RECO, and to the Real Estate Requirements Branch. Encroachments onto training areas that adversely affect critical mission requirements will also be reported through command channels to the Training Branch, G3/7 Training and Exercise Division, Office of the Deputy Chief of Staff, G3, HQ USAREUR.

(3) U.S. Forces will avoid damaging crops and other private property encroaching on U.S.-controlled areas. Users will take no action that might cause adverse public reaction. The USACE-Europe RECO, in coordination with the Real Estate Requirements Branch, will coordinate resolutions to encroachments with the *Bundesanstalt für Immobilienaufgaben* according to realty interests held by U.S. Forces.

d. Change in Status of Real Estate. USACE-Europe RECOs are the exclusive agents authorized to conduct negotiations for releasing or exchanging U.S.-controlled real estate. Commanders under the jurisdiction of the Army in Europe will not make oral or written commitments with German authorities on the release or exchange of real estate or conclude any arrangements with German authorities affecting the status of U.S.-controlled real estate.

(1) Actions referred to the Real Estate Requirements Branch that involve the release, exchange, adjustment, or encumbrance of real estate will include a description of the action and the commander's recommendations pertaining to it. Determinations affecting the status of real estate holdings in a military community become an official document of the United States Army garrison (USAG) master plan ([glossary](#)).

(2) Requests for authority to exchange or release real estate (excluding leased family housing) require the concurrence of the USAG real property planning board ([glossary](#)) before recommendations are sent through the chain of command and the Real Estate Requirements Branch to the Director, IMCOM-Europe, for decision.

(3) Responsible commanders may approve plans made by German representatives for zoning, land use, development, and construction that will have no effect on U.S. installations, operations, or activities. For plans that will have an effect on U.S. installations, operations, or activities, responsible commanders will forward a position statement to the Real Estate Requirements Branch.

NOTE: Zoning, land use, development, and construction plans include those in which U.S. Forces require replacement facilities or alternate construction; those that are accompanied by requests for neighbor's consent; those for German highway construction or improvement; those for urban development and use; and those establishing nature preserves or water-protection zones as described in [AE Regulation 405-11](#).

(4) Responsible commanders will forward requests to the Real Estate Requirements Branch that responsible commanders receive from German authorities for construction or improvements by third parties to U.S.-controlled property. These requests will be forwarded with comments, conditions, and recommendations. Examples include requests to lay pipelines or power lines across U.S. installations; create sanitary landfills or areas for dumping excavated soil; establish camps, sports fields, and other recreational facilities for the general public or for private interests.

(5) In USAFE/AFAFRICA, requests described in (1) through (4) above will be forwarded to the Chief, AFCEC/CFEE.

e. Lease Renewals. Responsible commanders will review and revalidate the continuing need for rent-payable accommodations at least once a year. Commanders should request termination of rent-payable leases when the original need no longer exists unless the lease is needed to meet another accommodation requirement as approved by the Director, IMCOM-Europe.

15. REAL ESTATE PAYMENTS

In USAFE/AFAFRICA, payments will be processed by the local USAFE/AFAFRICA element as addressed in the respective RPOD.

SECTION IV

DISMANTLING BUILDINGS AND OTHER IMPROVEMENTS ON LAND HELD BY U.S. FORCES

16. GENERAL

U.S. and non-U.S. buildings, as well as improvements on land held by U.S. Forces in Germany, will be dismantled if they meet any of the following conditions:

a. They are no longer required at their present location; or are needed elsewhere, and it is cost effective to remove them.

b. They have deteriorated so much that they are hazardous to life or property and cannot be repaired or rehabilitated at a reasonable cost.

c. They occupy sites needed for new construction for which funding and execution approvals have been obtained or are reasonably expected.

17. DISMANTLING PROCEDURES FOR THE ARMY IN EUROPE

a. Responsible commanders will request approval for removing or dismantling buildings and improvements in Germany in accordance with applicable regulations. For NATO-funded buildings, or for buildings that had been funded by *Deutsche Mark* or *Reichsmark*, responsible commanders will submit a request to the Real Estate Requirements Branch for USACE-Europe to coordinate disposal of the buildings with the German authorities. The Real Estate Requirements Branch will notify the responsible commander once USACE-Europe has completed this coordination.

(1) If German authorities insist on reserving the right for a future claim against the U.S. for the value of a structure, the responsible commander will reevaluate the need for its removal. If the removal is still considered essential, demolition should proceed.

(2) A record showing the circumstances prompting removal and the estimate of the remaining value of the structure at the time of demolition will be included in the permanent U.S. real property file.

(3) Removing facilities on private or community-owned property will be considered only after coordination with German authorities and the lessor.

b. Units or organizations may remove or dismantle buildings after receiving an approved DA Form 337, and after coordination with the applicable German authorities. Upon completion of demolition work, the responsible commander of the applicable unit or organization will—

(1) Prepare DD Form 1354 to be signed by the Real Property Accountable Officer, and to be filed in the DPW permanent-voucher file.

(2) Take action to have the facility removed from automated real property records.

(3) Revise the general site plans and other master planning documents.

(4) Forward a copy of the completed DD Form 1354 to the responsible USACE-Europe RECO as notification that the dismantling is complete.

c. The procedures in [a through b above](#) also apply to the relocation of facilities and improvements from one installation to another.

18. DISMANTLING PROCEDURES FOR USAFE/AFRICA

USAFE/AFRICA commanders will follow the procedures for dismantling facilities as established by the Army in Europe. The Chief, AFCEC/CFEE and base commanders will process requests.

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.

(2) The Real Estate Requirements Branch will instruct USACE-Europe to deny such requests in instances in which the responsible commander has not recommended concurrence; and will instruct USACE-Europe to deny such requests that the Director, IMCOM-Europe, has not approved.

21. U.S. ARMY IN EUROPE DISPOSAL PROCEDURES

Responsible commanders will prepare property to be released for turnover to the German authorities in accordance with procedures established in [AE Regulation 405-5](#). [Appendix G](#) of this regulation provides procedures for establishing and recording the value of U.S. improvements in order to recoup a residual value of them.

22. DISPOSALS IN CONNECTION WITH ALTERNATE CONSTRUCTION FACILITIES

For property released in exchange for other facilities under alternate construction agreements, responsible commanders will forward AE Form 405-8A to the Real Estate Requirements Branch in an alternate construction proposal ([AE Regulation 405-11](#)).

a. Facilities released in exchange for other facilities under alternate construction agreements will not be stripped of appurtenances, fixtures, or installed property unless written approval is obtained in advance from the U.S. signatory of the alternate construction agreement. Incomplete facilities turned over to the German authorities may result in the refusal by the German authorities to provide required collateral equipment in the alternate facilities.

b. Garrison engineer representatives, in coordination with a USACE-Europe representative or the appropriate USAFE/AFAFRICA civil engineer, will inspect facilities prepared for release to the German authorities under alternate construction agreements to ensure the adequacy of the facilities and installed collateral equipment. Once alternate construction for the Army in Europe is completed and accepted by a responsible commander, the responsible USACE-Europe RECO will execute the release of the facilities to the German authorities.

23. USAFE/AFAFRICA DISPOSAL PROCEDURES

The following procedures apply to the release of excess real estate under USAFE/AFAFRICA control:

a. The Chief, AFCEC/CFEE, will submit to the Real Estate Requirements Branch the appropriate AE Form 405-8A before releasing property owned by the German Federal Government or a German State; and then request a Secretary of Defense public announcement in accordance with DOD Instruction 4165.69. Once the Office of the Secretary of Defense has made the announcement, the Chief, AFCEC/CFEE, will notify the Real Estate Requirements Branch. The Real Estate Requirements Branch will then issue a required notice to the FMOD on the intent of USAFE/AFAFRICA to return property to German authorities.

b. Subject to [a above](#), the Chief, AFCEC/CFEE, will notify the local USAFE/AFAFRICA element. The local USAFE/AFAFRICA element will then close out and release the real estate according to AF Instruction 32-9002.

c. Recouping residual value for Air Force installations being released will be negotiated as directed by the Chief, AFCEC/CFEE.

24. RELEASE DOCUMENTATION

Army in Europe release documentation will be processed as stipulated in [AE Regulation 405-5](#). For USAFE/AFAFRICA, the USAFE/AFAFRICA base civil engineer will complete section C of AE Form 405-8A after the real estate has been released, and will forward one copy of the form and other documentation as required by USAFE Instruction 32-9002 to AFCEC/CFEE, Unit 3101, APO AE 09094-3101.

SECTION VI REAL ESTATE CLAIMS

25. CLAIMS ON PROPERTY HELD OR RELEASED

- a. For USAFE/AFAFRICA holdings, the local USAFE/AFAFRICA base civil engineer will investigate claims, provide engineer cost appraisals and other evaluations on damage claims and restoration settlements, and process obligations as addressed in the respective RPOD or equivalent.

- b. For Army in Europe holdings, the responsible commander will provide engineer-cost appraisals and other evaluations on damage claims and restoration settlements upon request.

APPENDIX A REFERENCES

SECTION I PUBLICATIONS

DOD Instruction 4165.69, Realignment of DOD Sites Overseas

AR 25-400-2, The Army Records Information Management System (ARIMS)

AR 210-20, Real Property Master Planning for Army Installations

AR 405-10, Acquisition of Real Property and Interests Therein

AR 420-1, Army Facilities Management

AF Instruction 32-6001, Family Housing Management

AF Instruction and USAFE Supplement 32-9001, Acquisition of Real Property

AF Instruction 32-9004, Disposal of Real Property

AF Manual 33-363, Management of Records

[AE Regulation 210-60/USAFEI 32-9001](#), Establishing Exterior-Protective or Safety Zones (*Schutzbereiche*) in Germany

[AE Regulation 350-22](#), Off-Installation Maneuver and Field Training Exercise Coordination in Germany

[AE Regulation 405-5](#), Acquiring, Managing, and Disposing of Real Estate

[AE Regulation 405-11](#), Provision of Alternate Facilities in Germany

USAFE Instruction 32-9002, Documenting Installation Releases and Preparation and Use of USAFE Form 27

SECTION II FORMS

DD Form 1354, Transfer and Acceptance of DOD Real Property

DA Form 337, Request For Approval of Disposal of Buildings and Improvements

[AE Form 405-8A](#), Disposal of Real Estate

[AE Form 405-8B](#), Receipt for U.S. (Dollar and *Deutsche Mark/Reichsmark*) Improvements in Real Estate Released to Germany (Public Property)

AF Form 300, Facility Disposal

APPENDIX B

ACQUISITION AND ADMINISTRATION OF REAL ESTATE UNDER THE U.S.-GERMAN TECHNICAL ARRANGEMENTS OF 11 MARCH 1957

B-1. GENERAL

a. U.S. Forces will acquire real estate not owned by the German Federal Government or a German State according to the U.S.-German Technical Arrangements of 11 March 1957. German authorities will lease these properties on behalf of U.S. Forces and transfer accommodations to U.S. Forces through real property obligation documents (RPOD) prepared in the format prescribed by the U.S.-German Technical Arrangements of 11 March 1957, as amended.

b. Acquisition action either for an existing facility or a build-to-lease arrangement can only proceed after an accommodation program request (APR) has been approved by the Director, IMCOM-Europe, and after it has been cleared through the German Ministry of Defense (FMOD.).

B-2. ACQUIRING REAL PROPERTY

a. As soon as FMOD has approved an APR, the Real Estate Requirements Branch, Office of the Assistant Chief of Staff, G4, HQ IMCOM-Europe, will notify the U.S. Army Corps of Engineers, Europe District (USACE-EUROPE) for Army in Europe acquisitions, or the Chief, Environmental and Real Property Branch/Europe Division, Facility Engineering Directorate, Air Force Civil Engineer Center (AFCEC/CFEE) for USAFE/AFAFRICA, that the acquisition action may begin with the *Bundesanstalt für Immobilienaufgaben*. If a specific property has not been identified in the APR, the requesting commander will participate with those agencies responsible for the acquisition in a determination of suitability of properties offered as a result of the solicitations.

b. For USAFE/AFAFRICA build-to-lease requirements, the Chief, AFCEC/CFEE, will begin negotiations in close coordination with the respective USAFE/AFAFRICA Functional Office.

B-3. TURNOVER AND ASSIGNMENT

The basic publication, [paragraph 14](#), provides information on turning over and assigning real estate.

B-4. PAYMENT PROCEDURES

a. For Army in Europe real estate, USACE-Europe will be responsible for payments. For USAFE/AFAFRICA property, the base civil engineer will—

(1) Review and certify invoices to ensure they are correct.

(2) Forward the certification and invoices to the servicing U.S. finance office for payment to the appropriate German authority.

b. The following procedures are used for rent-payable property still held by USAFE/AFAFRICA under legacy form AE Form 6 GRE (Real Property Procurement Order):

NOTE: AE Form 6 GRE is not an active Army in Europe form. It is a legacy form that remains valid where still in circulation to document real property procurement orders.

(1) The USAFE/AFAFRICA base civil engineer will prepare a list of the properties and send four copies to the *Schadensregulierungsstellen des Bundes* (SRB). The base civil engineer will send the list on 15 July for rents due between 1 October and 31 March, and on 15 January for rents due between 1 April and 30 September. The following information about each property will be included on the list:

- (a) AE Form 6 GRE number.
- (b) Address or other description of the property.
- (c) Name of the property owner.
- (d) Period for which rent is due.
- (e) Rent in euro.

(2) The SRB will verify and correct data as necessary. After verification, the SRB will—

- (a) Certify that the list is correct and that the amounts indicated are proper charges.
- (b) Request funds to pay the payees on the list.

(c) Keep one copy of the list and return three certified copies to the base civil engineer for submission to the responsible commander and servicing finance office.

(3) The base civil engineer may make alternate arrangements for processing payments in coordination with the SRB and the servicing finance office. The finance office will process and pay invoices immediately. Failure to make timely payments may be considered a breach of contract and subjects the United States to additional liabilities.

c. By following the procedures in [a and b above](#), the base civil engineer will ensure that any money due to the U.S. Forces from the release of an accommodation or other administrative action is recovered by an appropriate adjustment in the next rent-payment invoice or list.

B-5. CONVERSION FROM REQUISITION STATUS

a. Local German authorities are responsible for arranging with property owners to convert requisitioned private and community-owned property occupied by U.S. Forces in a requisition status under AE Form 6 GRE to a rent-payable status under an RPOD.

b. The Chief, AFCEC/CFEE, will determine the conversion authority for USAFE/AFAFRICA bases.

NOTE: Property owned by the German Federal Government or a German State and held in a requisition status will not be converted to a rent-payable status under an RPOD. This property will be consigned under the provisions explained in [appendix E](#).

B-6. COMPENSATION CLAIMS

Compensation claims under the German Federal Requisition Law, Article 21, involve compensating property owners for hardship or damages arising from the German requisition of property for U.S. occupancy after 5 May 1955. U.S. Forces reached a settlement with Germany in 1967 for all outstanding claims against U.S. Forces under this category. Under this settlement, U.S. Forces are no longer liable for Article 21 claims.

APPENDIX C

ADMINISTRATION OF GERMAN-OWNED REPLACEMENT FACILITIES UNDER THE U.S.-GERMAN TECHNICAL ARRANGEMENTS OF 23 FEBRUARY 1962

C-1. GENERAL

a. In 1958, Germany agreed to purchase or construct facilities to replace privately-owned property occupied by U.S. Forces to ensure that facilities needed by U.S. Forces would continue to be available. This agreement was documented by the U.S.-German Technical Arrangements of 23 February 1962 and is referred to as the *Schlußfreimachungsprogramm* (Final Release Program).

b. U.S. Forces hold replacement facilities provided by Germany under a real property obligation document (RPOD). Under the initial terms of the *Schlußfreimachungsprogramm*, U.S. Forces were to pay rent for these facilities. Effective 1 January 1991, however, U.S. Forces stopped paying rent for them.

C-2. ARMY IN EUROPE ADMINISTRATION PROCEDURES

a. RPODs for *Schlußfreimachungsprogramm* property will not be revised without approval from the Real Estate Requirements Branch, Office of the Assistant Chief of Staff, G4, HQ IMCOM-Europe.

b. If a facility or part of a facility acquired under the *Schlußfreimachungsprogramm* becomes unusable by U.S. Forces because of defects or damages for which U.S. Forces are not liable, the responsible commander ([glossary](#)) should instead try to use other U.S.-controlled real estate and initiate the release of the unusable facility. If this is not possible, the responsible commander will refer the issue to the Real Estate Requirements Branch for a decision on a course of action.

C-3. DISPOSAL AND RESTORATION

a. For disposal of leased property, the responsible commander will process an AE Form 405-8A as prescribed in [AE Regulation 405-5](#). Termination and release of an approved disposition will be handled in accordance with the U.S.-German Technical Arrangements of 23 February 1962. Release actions will include an outgoing joint inventory and condition survey and the processing of AE Form 405-8B.

b. Action will be taken to recoup credit for the residual value of U.S. investments released with the real property according to the U.S.-German Technical Arrangements of 23 February 1962 and [appendix G](#). The responsible commander will take appropriate action to record the value of improvements funded by the United States, as well as those improvements funded by *Deutsche Mark* Occupation and Mandatory Expenditure or Support funds.

C-4. USAFE/AFAFRICA PROCEDURES

The administration, disposal, and restoration procedures in paragraphs [C-2](#) and [C-3](#) will be applied *mutatis mutandis* ([glossary](#)) in USAFE/AFAFRICA. USAFE/AFAFRICA subordinate elements will address questions or requests for guidance to the Environmental and Real Property Branch/Europe Division, Facility Engineering Directorate, Air Force Civil Engineer Center, Unit 3101, APO AE 09094-3101.

APPENDIX D

PROCEDURES FOR PREPARING ACCOMMODATION PROGRAM REQUESTS

D-1. Responsible commanders ([glossary](#)) will prepare and forward Accommodation Program Requests (APR) for requirements that cannot be met by existing real estate on U.S. facilities in accordance with procedures established in [AE Regulation 405-5](#). The APR—

a. Will be for the minimum amount of real estate required to meet the requirement.

b. May be for a specific site as identified by a site selection board, or for an unidentified site that meets the defined requirements.

D-2. APRs will contain the following information:

a. An explanation of and full justification for the requirement (for example, arrival of new units or activities, new or changed mission requirements, special programs). The explanation and justification will include—

(1) Specific information on the number of personnel involved, number and type of equipment, and activities to be performed.

(2) A statement on the proposed duration of the requirement and the effect on mission accomplishment if the real estate is not acquired.

b. Protected area requirements if real estate requirements involve acquiring land for the following types of facilities that need exterior safety or protective zones according to [AE Regulation 210- 60/USAFE Instruction 32-9001](#):

(1) Airfields, helipads, and associated airspace procedures.

(2) Air-defense sites.

(3) Ammunition storage areas and basic-load storage areas.

(4) Forward storage sites.

(5) Radio-relay and other communications facilities.

(6) Radar stations.

(7) War-reserve sites.

(8) Any facility in close proximity to undo noise.

c. A summary of the results of the utilization survey of local facilities. The summary will identify space allowed and required, space on hand, and the net shortfall in property categories proposed for acquisition. A Real Property Planning and Analysis System extraction for the relevant facility category groups will also be included.

d. If applicable, a statement indicating the proposed disposition of existing facilities that will be replaced by the new acquisition.

e. If the request is for a specific property, maps showing the location, the vicinity (color-coded), and the layout of the property must be included.

D-3. The following additional data will accompany real estate requirements as applicable:

a. Land supporting new construction by U.S. Forces:

(1) Construction project number.

(2) Planned year of construction.

b. Land to establish communications sites:

(1) Designation of the user (type of unit that requires the station).

(2) Class and geographic location (for example, Universal Transverse Mercator coordinates) of the station.

(3) Azimuths, number, type, and heights of antenna towers.

(4) Carrier power supply.

(5) Emission characteristics.

(6) Frequency bands.

(7) Polarization.

(8) Other key data.

c. Radio-relay stations:

(1) Type of service and antenna.

(2) Antenna dimensions.

(3) Antenna gain.

(4) Height of antenna tower.

d. Radar stations:

(1) Antenna gain.

(2) Height and rotation speed of the antenna.

(3) Mean and peak power.

(4) Pulse-repetition frequency.

(5) Pulse width.

D-4. The Real Estate Requirements Branch, Office of the Assistant Chief of Staff, G4, HQ IMCOM-Europe, will submit validated APRs to the Germany Federal Ministry of Defense for approval.

D-5. USAFE/AFAFRICA base commanders will submit information required by Air Force Instruction 32-9001 and USAFE Supplement as an attachment to the transmittal letter forwarding the APR.

D-6. [Figure D-1](#) provides a sample APR for the Army; [figure D-2](#) provides a sample APR for the Air Force.

ACCOMMODATION PROGRAM REQUEST (Army)

Date: (leave blank)

- 1. Responsible Agency: IMCOM-Europe
- 2. Using Agency: U.S. Army Garrison Wiesbaden
- 3. Date Required: As soon as possible
- 4. Identification Number: (leave blank)
- 5. Location: Southeast of Wetzlar, Land Hessen
Property Owner: Germany
- 6. Purpose of Requirement: Local training area
- 7. Size:* Approximately 200 hectares
- 8. Justification: The land and access roads are required to support the local training requirements of two battalions being relocated to the Kaiserslautern Army Depot. New construction is not required. Existing forestry operations may continue. The requirement cannot be met by existing U.S. real estate assets.

9. Additional Information:**

a. Primary units are shown below; other units may use the area on a space-available basis:

| Unit | Soldiers | Wheels | Tracks | Main Heavy Vehicles |
|-------------------------------|----------|--------|--------|-----------------------|
| 2-3 Field Artillery Battalion | 722 | 83 | 77 | M109 Howitzer |
| 16th Engineer Battalion | 438 | 72 | 87 | M9 Armored Earthmover |

b. The following training will be conducted at the training area:

| Task | Unit Type | Size |
|--|-----------|------------------|
| Conduct minefield-clearing operations | Engineer | Company |
| Conduct self-extraction from remote-delivery mines | Engineer | Company |
| Conduct breaching operations | Engineer | Platoon, company |
| Employ the vehicle-launched bridge | Engineer | Platoon, company |
| Employ the combat-engineer vehicle | Engineer | Platoon |
| Install a hasty minefield | Engineer | Platoon |
| Secure and defend unit positions | Engineer | Platoon |
| Occupy an assembly area | Artillery | Battery |
| Place a battery | Artillery | Battery |
| Displace a battery | Artillery | Battery |
| Night-vision driver training | Both | Platoon |

Figure D-1. Sample Accommodation Program Request (Army)

c. Frequency of Use: Small units (squad and below) will conduct training each day. Training will be conducted occasionally at company level and rarely at battalion level.

*Areas and measurements will be stated, without exception, in metric units.

**This paragraph will include all pertinent information on the operation and use of the requested property, including the number of stationed personnel, the type and frequency of traffic to and from the site, and the expected effect on surrounding areas.

Figure D-1. Sample Accommodation Program Request (Army)—continued

ACCOMMODATION PROGRAM REQUEST (Air Force)

Date: (leave blank)

1. Responsible Agency: USAFE/AFAfrica
2. Using Agency: 86th Airlift Wing, Ramstein Air Base
3. Date Required: As soon as possible
4. Identification Number: (leave blank)
5. Location: South of Charly Base Complex, Vogelweh Admin Annex, Kaiserslautern, Land Rheinland-Pfalz
Property Owner: State Forest Department
6. Purpose of Requirement: Establish standoff distance for the Charly Base Complex
7. Size:* Approximately 1.6 hectares
8. Justification: The Charly Base function is located close to the base boundary fence. The area outside the fence is a heavily wooded area without a clear zone. The requirement cannot be met by existing U.S. real estate assets.

9. Additional Information:**

a. The requested land area was previously controlled by U.S. Air Forces in Europe but was exchanged for land needed for the expansion of Ramstein Air Base. Since that time, security criteria have changed and the close proximity of Charly Base to the boundary fence is no longer acceptable.

b. Tree cutting is required for the construction of the new boundary fence and to establish a 10-meter clear zone on both sides of the new fence. The area to be cleared is approximately 0.42 hectares.

*Areas and measurements will be stated, without exception, in metric units.

**This paragraph will include all pertinent information on the operation and use of the requested property, including the number of stationed personnel, the type and frequency of traffic to and from the site, and the expected effect on surrounding areas.

Figure D-2. Sample Accommodation Program Request (Air Force)

APPENDIX E

ACQUISITION, DOCUMENTATION, AND DISPOSAL OF RENT-FREE PROPERTY

E-1. GENERAL

Property owned by the German Federal Government or a German State will be consigned for use by the U.S. Forces rent-free under the provisions of the Supplementary Agreement (SA) to the North Atlantic Treaty Organization (NATO) Status of Forces Agreement (SOFA). U.S. Forces using property rent-free are not exempt from paying operating costs as defined in the Protocol of Signature, Article 63, paragraph 8.

E-2. ACQUISITION AND DOCUMENTATION

a. Property owned by the German Federal Government will be documented under a *Liegenschaftsüberlassungsvereinbarung* (Accommodation Consignment Agreement) (fig E-1, fig E-2, fig E-3). Property owned by a German State will be documented under an *Überlassungsvereinbarung* (Real Property Consignment Agreement) (fig E-5, fig E-6). The local office of the *Bundesanstalt für Immobilienaufgaben* (German Federal Office for Real Estate Matters) will prepare these documents in German and English and execute them with the responsible real estate contracting officer.

b. The *Liegenschaftsüberlassungsvereinbarung* and the *Überlassungsvereinbarung* will be executed for individual property holdings after German Federal authorities have approved the accommodation program request. These consignment agreements will—

(1) Also serve as documentation for properties owned by the German Federal Government or a German State to convert contracts for properties occupied by the U.S. Forces under legacy AE Form 6 GRE (Real Property Procurement Order).

(2) Provide the location, address, size, or other description of the property.

(3) Provide the ownership status.

(4) Include the annotation “rent-free.”

(5) Indicate whether the property is for sole use and occupancy by U.S. Forces, or whether only limited rights (for example, easements) are granted to U.S. Forces.

(6) Clearly define the rights acquired by the U.S. Forces and the terms and conditions of the use (for example, indefinite or for a specific period).

(7) Include layout plans and a German cadastral map showing the boundaries of the property.

E-3. TURNOVER AND ASSIGNMENT

The basic publication, [paragraph 13](#), provides information on turning over and assigning real estate.

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).

c. Under the Protocol of Signature, Article 41, paragraph 7, U.S. Forces are liable for damages to German State-owned property beyond fair wear and tear that occurred after 1 July 1963. U.S. Forces and German authorities conducted a joint condition survey between 1963 and 1964 on German State-owned properties under U.S. Forces control. When the United States releases property that is owned by a German state, U.S. Forces liability for damage or loss will be based on the condition of the property as recorded in the survey, and as shown in the outgoing inventory and condition record.

d. Under the NATO SOFA SA, Article 41, paragraph 3(a), Germany waives all its claims for loss of or damage to property owned by the German Federal Government unless the damage was done willfully or occurred through gross negligence. Under the Protocol of Signature, Article 41, paragraph 4, Germany will not waive damages that occur if U.S. Forces do not properly repair and maintain the property. However, waived damages may be offset against U.S.-funded improvements in residual-value settlements.

e. Claims for damages to properties owned by the German Federal Government or a German State will normally be settled in conjunction with recouping residual-value entitlements for U.S.-funded improvements according to [appendix G](#).

SAMPLE
(English)

Accommodation Consignment Agreement
(*Liegenschaftsüberlassungsvereinbarung*)

The Federal Republic of Germany (*Bundesfinanzverwaltung*, Federal Finance Administration),
represented by the *Bundesanstalt für Immobilienaufgaben*

- hereinafter called the “Federal Republic” -

and U.S. Forces, represented by

- hereinafter called the “User” -

have concluded the following agreement (*Liegenschaftsüberlassungsvereinbarung*) pursuant to paragraph 3(a)* and (b)* of Article 48 of the Supplementary Agreement to the NATO Status of Forces Agreement:

SECTION 1

a) The Federal Republic makes available to the User the following accommodation on a rent-free basis for the User’s exclusive use* - for limited use* - as indicated in item d) below:

(1) Designation location

(2) Registered in the *Land* Register of _____ volume _____
page _____

(3) Size of total land area _____ hectares _____ square meters

b) Location, size of the accommodation, the individual land and building plot numbers, listing of buildings and appurtenant facilities, and so forth appear in the plan (with appendixes)* attached as enclosure A (contact the proponent of this regulation for an example).

c)**The condition of the accommodation, appurtenant buildings, and other structures is shown in the verified condition report attached as enclosure B (provided as an example). The condition of the inventory items made available with the accommodation is shown in the verified inventory list attached as enclosure C (contact the proponent of this regulation for an example).

d)***Use by the User as

Figure E-1. Format for an Accommodation Consignment Agreement (English)

e) Special conditions: (none)* (as outlined in enclosure D (contact the proponent of the regulation for an example)) _____*

f) (1) Date of U.S. occupancy:

(2) Term of U.S. occupancy: (indefinite)*
_____*

SECTION 2

All other questions concerning the making available and use of the accommodation as well as the respective rights and obligations of the parties hereto are governed by the provisions of the NATO Status of Forces Agreement, the Supplementary Agreement, and the Protocol of Signature thereto, as well as the Administrative Agreement concerning the conclusion of agreements (*Liegenschaftsüberlassungsvereinbarung*).

SECTION 3

Representatives for this accommodation within the meaning of paragraph 6(a) of the Protocol of Signature, Article 53 of the Supplementary Agreement, are:

a) For the User

b) For the Federal Republic (the chief of the competent Federal Property Agency)

Approved _____

_____ 20 _____

For the User:

For the Federal Republic:

(U.S. Contracting Officer)

(Bundesanstalt für Immobilienaufgaben)

*Delete if not applicable.

**Not applicable, if easement or other limited rights are involved.

***If easement or other limited rights are involved, describe them.

Figure E-1. Format for an Accommodation Consignment Agreement (English)—Continued

Draft Condition Report

Enclosure "B" to the Accommodation
Consignment Agreement
(*Liegenschaftsüberlassungsvereinbarung*)

| Designation of Accommodation | Type | Condition | Remarks |
|-------------------------------------|--|------------------|----------------|
| Example 1 | | | |
| 15 Goethestraße | a) Apartment house, 4 floors, massive, cellar under entire building, hard burned brick, saddle roof, tile covered. Construction year: 1938 | good | |
| | b) Courtyard, macadam-covered for light traffic | fair | |
| Example 2 | | | |
| a) Block I | Quarters for enlisted soldiers, 2 floors, cellar under entire building, plaster covered, hip roof, tile-covered. Construction year: 1936 | good | |
| b) Block II | as above | fair | |
| | | Approved: | |
| | | | _____ 20 _____ |

For the Federal Republic: For the User:

(Bundesanstalt für Immobilienaufgaben)

(U.S. Real Property Officer)

Figure E-2. Sample Enclosure B to Accommodation Consignment Agreement (English)

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)

e) Besondere Bedingungen: (keine),* (wie in der Anlage _____
aufgeführt)*

f) (1) Tag der Belegung durch die U.S.-Streitkräfte:

(2) Dauer der Belegung: unbestimmt*

*

§2

Im übrigen regeln sich die aus der Überlassung und Benutzung der Liegenschaft ergebenden Fragen sowie die Rechte und Pflichten der Parteien nach den Bestimmungen des NATO-Truppenstatuts, des Zusatzabkommens und des Unterzeichnungsprotokolls zum Zusatzabkommen sowie des Verwaltungsabkommens über den Abschluß von Überlassungsvereinbarungen vom _____, das durch diese Verweisung zum Bestandteil der Überlassungsvereinbarung gemacht wird.

§3

Vertreter im Sinne von Abs. (6)(a) des Unterzeichnungsprotokolls zu Artikel 53 des Zusatzabkommens sind für diese Liegenschaft

a) Für den Benutzer

b) Für die Bundesrepublik (der Leiter der zuständigen Bundesvermögensstelle)

Genehmigt: _____

_____ den _____ 20_____

Für den Benutzer:

Für die Bundesrepublik:

(amerikanisches Liegenschaftsamt)

(Bundesanstalt für Immobilienaufgaben)

*Nichtzutreffendes streichen.

**Gilt nicht bei Grunddienstbarkeit oder bei sonstigen beschränkten Rechten.

***Grunddienstbarkeit oder sonstige beschränkte Rechte näher bezeichnen.

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

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)

**Real Property Consignment Agreement
(Überlassungsvereinbarung)**

For *Land*-owned accommodation made available to the U.S. Forces.

The Federal Republic of Germany (Federal Finance Administration) represented by the *Bundesanstalt für Immobilienaufgaben*

- hereinafter called the Federation -

and U.S. Forces, represented by

- hereinafter called the User -

have concluded the following agreement in accordance with Article 48, paragraph (3), of the Supplementary Agreement to the NATO Status of Forces Agreement (SA to NATO SOFA) and the implementing Administrative Agreement dated _____.

ARTICLE 1

a) The Federation makes available to the User the *Land*-owned accommodation in

_____ street/square

_____ no. _____ entered in the *Land* Register of

_____ volume _____ page _____ with such buildings and other structures as may be situated thereon for the User's exclusive use.

b) Size of the total area of the accommodation _____ hectares _____ square meters

c) Use by the User:

d) Special terms and conditions of use by the User are governed by the appendix/appendixes attached to this agreement. This appendix/these appendixes form(s) a constituent part of this agreement.

Special terms and conditions of use do not exist.

e) Any fundamental changes in use or in the conditions of use specified herein will be agreed upon by supplements in writing to this agreement.

Figure E-5. Format for a Real Property Consignment Agreement (English)

ARTICLE 2

The termination of the User's use of this accommodation is subject to the provisions of Article 48, paragraph (5), SA to NATO SOFA, except as otherwise provided in the appendix/appendixes.

ARTICLE 3

The accommodation is made available to the User free of charge in accordance with the provisions of Article 63, paragraph (4) (b), SA to NATO SOFA.

ARTICLE 4

Except as otherwise provided in the appendix/appendixes, the User will take care of the safety of the premises based on the safety precaution act (*Verkehrssicherungspflicht*). The User will also undertake to clean, to remove ice and snow from, and if they are slippery with ice, to grid the sidewalks and pavements and road in front of the accommodation and its entrances should the lessor (owner) or the lessee be responsible for this in accordance with local bylaws or customs.

ARTICLE 5

The English and the German texts of this agreement are equally authentic.

_____ 20 _____

For the Federation:

For the User:

Bundesanstalt für Immobilienaufgaben

ANNEX 2

Settlement of Rights and Obligations on Release of *Land*-Owned Accommodation

1. At the time of release (Art 48, para (5), SA to NATO SOFA), the Federation and the User will prepare a record of the following:
 - a) Improvements which were financed by the U.S. Forces from their own funds as well as supplies and equipment procured by the U.S. Forces from their own funds, which the U.S. Forces leave in the accommodation in accordance with Article 52, SA to the NATO SOFA.
 - b) Improvements that were financed from German funds made available to the User by the Federation or the Land.
 - c) The extent of damages caused to the accommodation during the period of use.

Figure E-5. Format for a Real Property Consignment Agreement (English)—Continued

-
2. Damages to Land-owned accommodations will, in the relationship between the Federation and the User, be settled pursuant to the relevant provisions of the NATO SOFA, the SA to the NATO SOFA, and the Protocol of Signature. The following will apply:
 - a) The U.S. Forces are not liable for compensation for damages caused prior to 1 July 1963. The question as to what damage was caused prior to this date will be determined on the basis of the condition reports required by paragraph (7) of the Protocol of Signature to Article 41, SA to the NATO SOFA.
 - b) In respect of any damages caused by the U.S. Forces after 1 July 1963, the U.S. Forces will be liable to reimburse the Federation for 75 percent of the compensation paid, the amount of which will be established pursuant to the provisions of the SA to the NATO SOFA, the Protocol of Signature and the Administrative Agreements thereto.
 - c) No liability of the U.S. Forces to make compensation payments will arise prior to release and return of the accommodation by the U.S. Forces (Art 48, para (5), SA to NATO SOFA). A procedural release effected, in accordance with German compensation law, at the time of conclusion of a utilization agreement between the Federation and the Land, will not be effective between the Federation and the U.S. Forces before the time of release within the meaning of Article 48, paragraph (5), SA to the NATO SOFA. Conclusion of a Real Property Consignment Agreement (Annex 1) between the Federation and the U.S. Forces will not amount to a release.
 3. Reimbursement of the residual value of improvements financed from national funds of the U.S. Forces will be governed by Article 52, SA to the NATO SOFA.
-

Figure E-5. Format for Real Property Consignment Agreement (English)—Continued

**Überlassungsvereinbarung
(Real Property Consignment Agreement)**

Über eine landeseigene, den U.S.-Streitkräften überlassene Liegenschaft

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

- im folgenden Bund genannt -

und den U.S.-Streitkräften, vertreten durch

- im folgenden Benutzer genannt -

wird nachstehende Überlassungsvereinbarung gemäß Artikel 48 Abs. (3) des Zusatzabkommens zum NATO-Truppenstatut (ZA NTS) und dem dazu vereinbarten Verwaltungsabkommen vom _____ geschlossen.

ARTIKEL 1

a) der Bund überläßt dem Benutzer die _____
_____ (Bundesland) in _____
_____ (Straße/Platz) Nr. _____
gelegene landeseigene Liegenschaft,

eingetragen im Grundbuch von _____ Band _____ Blatt _____
mit den darauf befindlichen

Gebäuden und sonstigen Bauwerken zur ausschließlichen Benutzung.

b) Größe der gesamten Grundstücksfläche _____ ha _____ qm

c) Benutzung durch den Benutzer: _____

d) Die besonderen Bestimmungen und Benutzungsbedingungen für den Benutzer richten sich nach dem/den dieser Vereinbarung beigefügten Anhang/Anhängen. Dieser Anhang/diese Anhänge ist/sind Bestandteil dieser Vereinbarung.

Besondere Bestimmungen und Benutzungsbedingungen bestehen nicht.

e) Grundlegende Änderungen der Benutzung oder der hier festgelegten Benutzungsbedingungen werden durch Nachträge zu dieser Vereinbarung geregelt.

Figure E-6. Format for a Real Property Consignment Agreement (German)

ARTIKEL 2

Die Beendigung der Benutzung dieser Liegenschaft durch die U.S.-Streitkräfte richtet sich nach Artikel 48 Abs. (5) ZA NTS, soweit in dem Anhang/den Anhängen nichts anderes vereinbart ist.

ARTIKEL 3

Die Liegenschaft wird dem Benutzer unentgeltlich nach Maßgabe der Bestimmungen von Artikel 63 Abs. (4)(b) ZA NTS überlassen.

ARTIKEL 4

Soweit sich aus dem Anhang/den Anhängen nichts anderes ergibt, trägt der Benutzer die Sorge für die Verkehrssicherung. Er sorgt auch für die Reinigung der Bürgersteige und die Beseitigung von Eis und Schnee, für das Streuen bei Glatteis auf den Bürgersteigen vor der Liegenschaft und den Zugängen zur Liegenschaft, für das Streuen bei Glatteis auf der Straße vor der Liegenschaft, soweit nach örtlicher Anordnung oder örtlichem Brauch der Vermieter (Eigentümer) oder der Mieter hierfür verantwortlich ist.

ARTIKEL 5

Der englische und der deutsche Wortlaut der Vereinbarung sind gleichermaßen verbindlich.

_____ 20 _____

Für den Bund:

Für den Benutzer:

Bundesanstalt für Immobilienaufgaben

ANNEX 2

Regelung der Rechte und Pflichten bei Freigabe einer landeseigenen Liegenschaft

1. Bei der Freigabe (Art. 48 Abs. (5) ZA NTS) erfassen der Bund und die U.S. Streitkräfte:
 - a) von den U.S.-Streitkräften mit eigenen Mitteln finanzierte Investitionen sowie mit eigenen Mitteln beschaffte Vorräte und Ausrüstungsgegenstände, soweit die U.S.-Streitkräfte diese gemäß Art. 52 ZA NTS auf der Liegenschaft zurücklassen.
 - b) Investitionen, die mit deutschen Mitteln, die den U.S.-Streitkräften von Bund oder Land zur Verfügung gestellt worden sind, finanziert wurden.
 - c) den Umfang von Schäden, die während der Benutzungszeit an der Liegenschaft entstanden sind.

Figure E-6. Format for a Real Property Consignment Agreement (German)—Continued

2. Schäden an landeseigenen Liegenschaften werden im Verhältnis zwischen dem Bund und den U.S.-Streitkräften nach den einschlägigen Bestimmungen des NTS, des ZA NTS und den UP abgegolten. Es gilt folgendes:
 - a) Für Schäden, die vor dem 1. Juli 1963 verursacht worden sind, haben die U.S.-Streitkräfte keine Erstattung zu leisten. Für die Frage, welche Schäden bis zu diesem Zeitpunkt verursacht worden sind, sind die Zustandsfeststellungen nach Abs. (7) UP zu Artikel 41 ZA NTS maßgebend.
 - b) Für nach dem 1. Juli 1963 von den U.S.-Streitkräften verursachte Schäden erstatten die U.S.-Streitkräfte dem Bund 75% der gezahlten Entschädigung, deren Betrag nach den Bestimmungen im ZA NTS und dem UP dazu und den dazu geschlossenen Verwaltungsabkommen ermittelt wird.
 - c) Eine Verpflichtung der U.S.-Streitkräfte zur Erstattung von Entschädigungsbeträgen besteht nicht vor Rückgabe der Liegenschaft durch die U.S.-Streitkräfte (Art. 48 Abs. (5) ZA NTS). Eine nach deutschem Entschädigungsrecht fingierte Freigabe durch Abschluß eines Nutzungsvertrages zwischen dem Bund und dem Land soll im Verhältnis zwischen dem Bund und den U.S.-Streitkräften erst im Zeitpunkt der Rückgabe im Sinne des Art. 48 Abs. (5) ZA NTS maßgebend sein. Auch der Abschluß einer Überlassungsvereinbarung (Anlage 1) zwischen dem Bund und den U.S.-Streitkräften bedeutet keine Freigabe.
 3. Für die Erstattung eines Restwertes aus Heimatmittelinvestitionen der U.S.-Streitkräfte gilt Art. 52 ZA NTS.
-

Figure E-6. Format for a Real Property Consignment Agreement (German)—Continued

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.
-

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 Glätteis 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)

-
- 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.
-

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).