

**IMPLEMENTING ARRANGEMENT**  
**REGARDING**  
**REAL ESTATE OPERATIONS AND REAL PROPERTY MANAGEMENT**  
**IN IMPLEMENTATION OF THE AGREEMENT BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF BULGARIA**  
**AND**  
**THE GOVERNMENT OF THE UNITED STATES OF AMERICA**  
**ON DEFENSE COOPERATION**

Pursuant to Articles IV, VI, VII, XXVIII, and XXXIII of the “Agreement Between the Government of the Republic of Bulgaria and the Government of the United States of America on Defense Cooperation”, signed in Sofia on April 28, 2006 (hereinafter “the Agreement”), the Parties through their Executive Agents agree as follows:

**1. Scope of the arrangement:**

- a. Real Property Management shall be carried out under the oversight of the Joint Commission.
- b. Real Estate (RE) Operations relating to the agreed facilities and areas shall be accomplished through the Joint Commission or its designated subcommittee.
- c. Project implementation and utilities shall be performed in accordance with Articles IV and XXVIII of the Agreement, and in accordance with applicable United States and Bulgarian law.
- d. The Bulgarian Executive Agent shall make every effort to assist, facilitate and consult the United States forces in applying this arrangement.

**2. Definitions for the purpose of this Arrangement:**

- a. Real Estate (RE) Operations. RE operations include consignment, administration, and return of use of those state owned facilities and areas made available by the Government of the Republic of Bulgaria to the United States forces.
- b. Real Property Management. Real Property Management refers to inventory accountability of structures, buildings, utilities, or exterior works. Real Property Management includes record-keeping of surveys, planning, design, demolition, alteration, renovation, repair, maintenance, and construction.
- c. Temporary Access. Temporary access refers to access to state owned land or facilities for a period of no more than one hundred eighty (180) days, or access to land and facilities pending final coordination of a request for indefinite use.
- d. Project. A project is any new construction, demolition, or conversion of facilities, buildings or areas, which substantially adds to, or alters the original purpose or use, and improvements which affect the structural integrity of a building.

e. Utilities. The term “utilities” as used in Article XXVIII of the Agreement, includes, but is not limited to, transportation, communications facilities and systems, electricity, gas, water, steam, heat, light, power, solid waste disposal, and sewage disposal.

f. Temporary or Contingency Facilities. Temporary or contingency use refers to relocatable facilities, pre-fabricated buildings, containers, and simple wooden structures not intended for permanent use.

g. Master Plan. Master Plan is a joint document which reflects the boundaries and sustainable development of the agreed facilities and areas featuring the following elements: dimensions of the buildings, facilities and areas; their exact location and purpose; the necessary engineering infrastructure that ensures their operation; all activities related to safe use; and the environmental protection measures therein. The intent of the master plan is to ensure the maximum use of the facilities for the operation and training of the Bulgarian and United States military forces.

### **3. Real Property Management.**

a. Recordkeeping. Copies of all records related to real estate operations and other records pertaining to the grant and return of the use of real property in the Republic of Bulgaria by the United States forces shall be maintained by the Joint Commission. The United States forces shall also maintain real property management records in accordance with United States forces policy. Documentation for changes made to facilities and areas by the United States forces, such as, as-built drawings or operation and maintenance manuals (if applicable), shall be provided to the Bulgarian Executive Agent through the Joint Commission.

b. Approved requests for grant of use of Government of the Republic of Bulgaria owned properties within the agreed areas and facilities shall be documented through an Accommodation Consignment Agreement, Attachment A; and shall be accompanied by a completed Joint Inventory and Condition Report, in both English and Bulgarian languages, Attachment B.

c. The Bulgarian Executive Agent shall provide property ownership boundary surveys (Cadastral plans) or property boundary descriptions of state owned properties, if available, upon written request.

d. United States and Bulgarian authorities shall develop and maintain joint master plans for each agreed facility and area. The joint master plan for each agreed facility and area shall be developed through joint consultation between the United States and Bulgarian authorities. The master plan shall be presented to the Joint Commission on a periodic basis as needed for review and consensus.

e. Following the requirements of Article IV, Paragraph 7 of the Agreement, United States forces may undertake projects related to the agreed facilities and areas by direct contract in accordance with United States law and regulation, or by using their own personnel.

f. For projects contained within the joint master plan, the United States Executive Agent shall notify the Bulgarian Executive Agent, generally within four weeks, prior to the beginning of construction. For projects not contained within the joint master plan, the United States Executive Agent shall notify and consult with the Bulgarian Executive Agent a reasonable time in advance, generally within four weeks, so that both Executive Agents are able to comply with Article IV, paragraph 7 of the Agreement. If the Bulgarian Executive Agent opposes a project, it shall send a written objection to the United States Executive Agent. Upon receipt of this written objection, the United States forces will immediately consult with the Bulgarian Executive Agent until a common understanding is reached.

#### **4. Requests for Indefinite Use of Additional Facilities and Areas.**

a. Requests for grant of use of additional state owned facilities and areas beyond those listed in Annex A of the Agreement shall be submitted to the Joint Commission for consideration. The Government of the Republic of Bulgaria shall consider such requests and provide its decision to the United States through the Joint Commission. The Government of the Republic of Bulgaria may provide the United States forces temporary access to the requested facilities and areas pending a final decision.

b. Easements on state owned land required for utility installation shall be provided at no cost.

#### **5. Requests for Temporary Access to Additional Facilities and Areas.**

a. When requested, the Bulgarian Executive Agent shall assist in facilitating United States forces temporary access to state owned land that is not part of agreed areas and facilities, land owned by municipalities, and to private land, for use in support of United States forces' maneuver and training.

b. The United States forces may negotiate short and long term leases for access to and use of private land. The United States forces may negotiate such leases itself, or may request that the Bulgarian Executive Agent facilitate the conduct of negotiations. Following signature, a copy of the lease agreement shall be provided to the Joint Commission for information and recordkeeping. The possession, use, and return of these properties shall be in accordance with the terms of the lease.

c. Upon a written request by the United States forces, the Bulgarian Executive Agent shall assist and facilitate private lease negotiations concerning privately owned ports and railhead facilities.

#### **6. Contracts for Utilities.**

The use of utilities and services as provided for under Articles XXVII and XXVIII of the Agreement shall not limit the right of the United States forces to operate its own utilities and services as mutually agreed within the Joint Commission. Utilities may be procured by United States forces via direct contract, or from the Bulgarian Executive Agent. Rates or charges for government-provided utilities shall be no less favorable than that paid by the Bulgarian armed forces in like circumstances, free from taxes or similar charges in the nature of taxes, that are not service fees. United States forces shall assume responsibility for the payment of utility services at an agreed date upon use of the facility by United States forces. If United States forces are not the sole occupant of the facility, United States forces shall pay the utility costs, as calculated by utility metering, prorated based on use.

#### **7. Construction Standards and Quality Assurance.**

a. For projects where the United States forces contract for construction, or United States forces construct using military forces, the United States forces are responsible to ensure that construction is carried out in accordance with the plans and specifications, and that proper quality control is maintained. This quality assurance shall be carried out in accordance with United States standards and procedures. In all cases, the United States authorities will consult with the Bulgarian Executive Agent in order to ensure maximum possible conformity with United States and Bulgarian technical standards or requirements.

b. The United States shall respect the Government of the Republic of Bulgaria technical requirements and standards, but may apply its own technical requirements and standards in the following instances:

1) where United States technical requirements and construction standards are more stringent than the Government of the Republic of Bulgaria standards or requirements;

2) or are equally efficacious;

3) or in those instances involving facilities for the exclusive use of United States personnel, where application of United States technical requirements and standards would have no foreseeable effect upon the Bulgarian general public;

4) or with respect to tactical facilities where unique technical standards or requirements are appropriate.

c. The United States forces may construct facilities for temporary and contingency use following United States standards for such construction. If the temporary construction of facilities are left in Republic of Bulgaria the Executive Agents shall consult on the future use or disposition of the excess property.

d. United States forces project activities shall be conducted with due regard for public safety.

e. The United States forces may conduct quality assurance reviews and inspections with respect to any project partially or completely funded by the United States.

f. Upon completion of construction projects and prior to building occupancy, Bulgarian representatives shall be invited to attend the Final Inspection and Checklist. The Bulgarian Executive Agent shall be provided a copy of the Final Inspection and Checklist (Beneficial Occupancy Certificate) as a basis for the issuance of required Bulgarian permit for use documents. The Executive Agents shall exchange information on applied standards. The United States may begin use of the building upon completion of the Final Inspection and Checklist.

## **8. Authorizations.**

The Bulgarian Executive Agent shall obtain all required permits or licenses necessary for alterations, constructions and improvements at no cost to the United States forces. The United States forces will pay for connection fees and similar charges to private entities provided these are fees for services rendered and not in the nature of taxes.

## **9. Return of Facilities and Areas.**

The Executive Agents, through the Joint Commission, shall periodically review the status of state owned properties granted for use by United States forces. In the event the United States forces determine that a particular facility, tract of land, or easement is no longer needed for its use, the United States forces shall initiate the process of returning it to the Government of the Republic of Bulgaria. When real estate is returned, it shall be documented with a Record of Return and an exit inventory and condition report.

## **10. Construction or Repair of Infrastructure Outside of Agreed Facilities and Areas.**

The United States forces shall submit projects for repair, maintenance or construction outside of the agreed facilities and areas to the Joint Commission for information.

**11. Agreed Zoning and Master Planning.**

The Bulgarian Executive Agent shall make best efforts, in accordance with Bulgarian legislation, to secure continued and unimpeded use of the agreed facilities and areas by the United States forces. The Bulgarian Executive Agent shall inform the United States forces about any initiatives concerning the contiguous areas to the agreed facilities and areas. Factors to be considered include: environmental effects, sustainability of United States forces use, safety or explosives quantity distance arcs, and Anti-Terrorism/Force Protection requirements.

**12. Technical Annexes.**

The Executive Agents may develop Technical Annexes to this Implementing Arrangement for each site or installation.

**13. Administration.**

a. Each party is responsible for its own costs.

b. A Real Estate Subcommittee shall be established under the Joint Commission. The Real Estate Subcommittee shall receive all notifications required under this Implementing Arrangement. The Real Estate Subcommittee may forward the notifications with recommendations to the Joint Commission for review. The Real Estate Subcommittee shall consult on United States and Bulgarian construction and technical standards and regulations for construction on agreed areas and facilities and may make recommendations on specific projects to the Joint Commission. The Real Estate Subcommittee may make recommendations to the Joint Commission on master planning for development of agreed areas and facilities and consider proposals for additional development.

c. The Joint Commission shall oversee implementation of this Implementing Arrangement.

**14.** This Implementing Arrangement, including any of its Attachments and Annexes, may be amended in writing at any time, with the mutual consent of the Executive Agents. Amendments to Annexes will be authenticated in writing by both Executive Agents.

**15.** This Implementing Arrangement shall enter into force upon signature by both Executive Agents and remain in force unless terminated upon one year's written notice from one Executive Agent to the other. In any event, this Implementing Arrangement shall terminate on the date the Agreement terminates, should that occur.

IN WITNESS THEREOF, the undersigned, being duly authorized, have signed this Implementing Arrangement.

DONE in Sofia, this 28<sup>th</sup> day of February 2008, in duplicate, in the Bulgarian and English languages, both texts being equally authentic.

**FOR THE BULGARIAN  
EXECUTIVE AGENT**

**FOR THE UNITED STATES  
EXECUTIVE AGENT**

**Attachment A**  
**Accommodation Consignment Agreement**  
**(To be done both in Bulgarian and English)**

The Government of the Republic of Bulgaria, represented by the

\_\_\_\_\_

and the United States forces represented by

\_\_\_\_\_

have concluded the following agreement:

**Section 1**

a) The Government of the Republic of Bulgaria makes available to the User the following accommodation on a rent-free basis for the User's "exclusive use" – or "limited use" – as indicated in item 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 the buildings and appurtenant facilities, and so forth appear in the plan (with Annex(s)) and/or Attachment(s).

c) The condition of the accommodation, associated buildings, and other structures is shown in the verified condition report attached as Enclosure B. The condition of the inventory items made available with the accommodation is shown in the verified inventory list attached as Enclosure C.

d) Use by the User as

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e) Special conditions (none) as outlined in Enclosure \_\_\_\_\_)

f) Date of commencement of United States Occupancy

g) Date of termination of United States occupancy: (indefinite) \_\_\_\_\_

**SECTION 2**

TO BE INSERTED WHEN FINALIZED (SIGNATURE LINES)

**ATTACHMENT B**  
**Joint Inventory and Condition Report**  
**(To be done both in Bulgarian and English)**

<b>JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT CONSIGNED PROPERTY</b>			
INSTRUCTIONS			
1. If considered necessary, use a separate ENG Form 3143a for each room surveyed.		facilities; inventory of machinery and equipment; miscellaneous items and general remarks not otherwise covered in section II of this form or on ENG Form 3143a.	
2. Additional sheets may be attached for physical characteristics of land and buildings; exterior and interior details of buildings; service			
ADDED INSTRUCTIONS ( <i>Overprint, if desired</i> ) None			
<b>SECTION I - PROPERTY DATA AND CONDITION AGREEMENT</b>			
DATE OF SURVEY	CONSIGNMENT NO.	CONSIGNMENT COMMENCEMENT DATE	DATE POSSESSION TAKEN
ACTIVITY		TOTAL CONSIGNED BUILDING AREA ( <i>Square feet</i> )	
DESCRIPTION AND LOCATION OF PROPERTY			
<b>JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY</b>			
We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.			
THE CONDITION OF THE EXTERIOR OF THE PROPERTY IS INDICATED ON THE REVERSE SIDE OF THIS FORM, ROOM CONDITIONS ARE INDICATED ON ATTACHED ENG FORM 3143A.			NO. OF ATTACHMENTS One (1)
NAME AND SIGNATURE OF <input type="checkbox"/> AGENT		NAME, TITLE, AND SIGNATURE OF U. S. Government REPRESENTATIVE	
ADDRESS		ORGANIZATION:	

**SECTION II - EXTERIOR CONDITION OF THE PROPERTY** *(Attach sheet for added items.)*

ROOF, EAVES, DOWNSPOUTS, ETC.

WALLS

WINDOWS AND DOORS *(Include storm windows and doors)*

FENCING

LAWN, SHRUBBERY, TREES AND PERENNIALS

WALKS AND DRIVEWAYS

GARAGE AND OUT BUILDINGS

ENTRANCES, ELEVATORS AND PATIOS

SEWAGE

REMARKS *(Include questioned of disputed items, repairs to be made, etc. Attach sheet, if necessary.)*

**JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT CONSIGNED PROPERTY,  
SECTION III - INTERIOR CONDITION OF INDIVIDUAL ROOM**

*(Use reverse side for added items and remarks on questioned or disputed items, repairs to be made, etc. Attach sheet, if necessary.)*

CONSIGNMENT NO. BU-	TYPE OF ROOM	FLOOR NO.	ROOM NO. N/A
FLOOR AND FLOOR COVERING <i>(Include stairways and stair covering)</i>			
WALLS			
CEILING			
DOORS AND WINDOWS <i>(Include skylights and other openings)</i>			
PLUMBING <i>(Include pipes, toilets and lavatories, drinking fountains, etc.)</i>			
ELECTRICAL FIXTURES			
HEATING <i>(Include radiators, thermostats, etc.)</i>			
WOODWORK <i>(Include trim and baseboard, and hallways)</i>			
OTHER EQUIPMENT <i>(Include stove, refrigerator, washer, dryer, etc.)</i>			