



**The Real Property Asset Management Manual, COMDTINST M11011.10 of
Nov 30,2001 cancelled Chap 2, Sec 2-A to 2-D and 2-H to 2-L, and
all of Chap 5**

COMDTINST M11011.9B
18 OCT 1988

COMMANDANT INSTRUCTION M11011.9B

Subj: Real Property Management

1. PURPOSE. This Manual Instruction prescribes policies, responsibilities and standards for the administration of the Coast Guard Real Property Management System.
2. DIRECTIVES AFFECTED. Commandant Instruction M11011.9A, Comptroller Manual, Real Property Management, is cancelled.
3. DISCUSSION. This republication includes the following changes:
 - a. Responsibilities of the maintenance and logistics commands (MLCs).
 - b. Authority for the Coast Guard to approve abandonment or destruction of certain improvements without GSA concurrence.
 - c. Title 10 U.S.C. reinstates the transfer of real property within military departments without reimbursement. Continues to require Office of the Secretary of Transportation (OST) approval for transfers.
 - d. Clarification of the planning proposal and site evaluation report process.
 - e. Correction indicating title evidence vice title insurance to be secured in the acquisition process.
 - f. Legal officer's certification required in corporate documentation when title insurance has not been procured (Real Property Acquisition, Phase III).
 - g. Sample certificate enclosures for real property acquisition process.

3.
 - h. Responsibility delegated to MLC commanders and commanding officers of Headquarters units to identify persons displaced in property acquisitions and approve relocation assistance payments up to \$25,000.
 - i. Construction of permanent improvements on leased land are subject to the Comptroller General's 5-Part Test (42 CG-480).
 - j. Policy and procedures for management of Coast Guard controlled real property for obtaining maximum usage of space and achieving utilization rate of 135 square feet per person in each individual building. Procedures for preparing the annual Workspace Management Plan and Budget Justification (GSA Form 3530). Annual report due 1 June.
 - k. Implementation of Executive Order 12512. Requires a complete review and survey of all agency real property holdings every five years.
 - l. Land retention policy review based on a 5-year need versus the previous 25-year criteria.
 - m. Streamline Board of Survey Headquarters review process.
 - n. Identification in the Board of Survey of notification to the state authorities of underground storage tanks.
 - o. Identify sound pressure levels on properties where applicable.
4. ACTION. Area and district commanders, commanders of maintenance and logistics commands, unit commanding officers, Commander, CG Activities Europe and chiefs of offices and special staff divisions shall ensure that the provisions of this Manual Instruction are followed in the administration of the Coast Guard Real Property Management System.
5. REPORTS AND FORMS. See chapter 7 for reports required. Forms identified for use in this Manual Instruction are listed in the Forms part and may be ordered from Coast Guard Supply Center Brooklyn in accordance with the Catalog of Forms (COMDTINST M5213.6 series) unless otherwise indicated.

/s/ R. L. JOHANSON
Chief, Office of Engineering and
Development

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CHAPTER 1. INTRODUCTION TO THE REAL PROPERTY MANAGEMENT SYSTEM.

A. Real Property Management System.

1. Purpose. This manual prescribes the Coast Guard Real Property Management Systems (CGRPMS) and gives policies and standards for its administration.
2. Scope. The CGRPMS is to be followed in the management of all real property controlled by the Coast Guard. It includes but is not limited to government owned real property acquired on behalf of the Coast Guard or that which is reserved or withdrawn from the Public Domain for Coast Guard purposes. It also includes real property used under permit from other federal agencies, non-government owned real property leased by the Coast Guard or assigned to the Coast Guard by the General Services Administration (GSA).
3. Format. This manual is designed as a specific reference source for the day-to-day real property administrator. The layout has been assigned to follow the life of a piece of real property from its acquisition, through its use and to its final disposition. Special categories of property, such as those involving historical or archaeological locations or endangered species, are covered in chapter 6. The required reports relating to real property management are covered in chapter 7.

B. Responsibilities.

1. Commandant (G-ECV), Maintenance and Logistics Command (MLC) and Headquarters Units Comptrollers. Commandant (G-ECV), MLC commander (ms) and commanding officers of Headquarters units are charged with the overall responsibility for management of Coast Guard real property. This charge includes the acquisition, ongoing management and disposal of Coast Guard-controlled real property and related personal property. Management implements those decisions made by Coast Guard authorities to acquire or dispose of real property and the reporting systems necessary to meet the requirements of real property administration. As shore facility manager, Commandant (G-ECV) functions in such areas as utilization surveys, maintenance and repair needs, and budgeting or programming for new real property (including GSA Rent space). Commandant (G-ECV) has the staff responsibility which includes advance Office of Secretary of Transportation (OST) coordination and advance OST approval for acquisitions and disposals when required. Staff responsibility at the MLC rests in the Shore Division (ms).

1-B-6. Real Property Management Board (RPMB). As a governing body established by the MLC commander or commanding officer of the Headquarters unit, the RPMB shall (in agreement with the Comptroller's delegated authority), carry out the real property management program. These responsibilities will include, but are not limited to, the planning, scheduling, reviewing, assigning and monitoring of all Coast Guard real property programs. In addition, they will ensure that these programs are promptly and efficiently conducted in accordance with existing laws, regulations, instructions, directives, Executive Orders and this manual.

C. Authorities. The Coast Guard acquires, manages and disposes of real property under authorities, the most important of which are discussed in the following paragraphs:

1. Land Acquisition. Title 14 U.S.C. Section 92(f).

- a. This section gives the Secretary of Transportation the authority to acquire the land or interests in land (including improvements on land and easements). Acquisitions may be accomplished by purchase, gift, lease, permit, use agreement or license. This authority of the Secretary has been delegated to the Commandant by 49 CFR 1.46(b).
- b. Leases entered into under this section are subject to the limitations of the Anti-Deficiency Acts (31 U.S.C. Section 1341; 31 U.S.C. Section 1502); 41 U.S.C. Section 11) (urban recruiting center space and residential housing are two exceptions). These Acts prohibit the obligation of appropriated funds beyond the period of their appropriation or in advance of their appropriation unless such obligation is specifically authorized by law. Because the Coast Guard must seek appropriations annually, no lease entered into under this section, except for the two exemptions noted above, shall be for a term of more than one fiscal year or the remaining portion of a fiscal year, even when the lease is for no consideration. The Anti-Deficiency Acts apply to no cost leases because entering the lease presumes the Coast Guard will spend maintenance funds to maintain the property and improvements which requires that we obligate the government beyond the 1 year for which the Coast Guard receives its appropriations. The lease for urban recruiting centers or residential housing may provide for as option to renew the lease on a fiscal year basis for up to 5 years, using an automatic renewal clause. Enclosure (19) to chapter 3 provides a sample clause. See paragraph 1-C-13 of this manual instruction for long-term leasing authority.

1-C-1. c. Leases entered into under this section are also subject to Section 322 of the Economy Act of 1932 (40 U.S.C. Section 278a), if the annual rental exceeds \$2,000. This Act limits the amount of annual rental for improved land to 15% of the fair market value of the property at the date of the lease. The Economy Act does not apply to leases for unimproved land. Public Law (PL) 97-51 authorizes the payment of rent without regard to the 15% limitation of Section 322 of the Economy Act of 1932 for any lease awarded after 1 October 1981. See paragraph 3-E-4.b(8) of this manual instruction.

d. This section does not confer authority to do the following: (1) acquire improvements without the underlying land; or (2) acquire space in buildings. The Coast Guard has authority to accomplish (1) in the case of aids to navigation under the authority vested in the Commandant by 14 U.S.C. Section 93(i). The Coast Guard can accomplish (2) only in accordance with the FPMR 101-18.104. See 14 U.S.C. Section 475 for special provisions with regard to housing facilities.

2. Land Acquisition (Exchange). Title 14 U.S.C. Section 92(g).

a. This section gives the Secretary of Transportation the authority to exchange land or interests in land in part or in full payment for such other land or interests in land as may be necessary or desirable. The authority of the Secretary has been delegated to the Commandant by 49 CFR 1.46(b).

b. This section applies to the situation in which Coast Guard-owned land is being traded to the owner of other land which is considered more necessary or desirable to the Coast Guard. The Coast Guard-owned land will constitute part or all of the purchase price of the land being acquired. The land to be acquired must be appraised and the fair market value offered to the vendor.

c. If the value of the Coast Guard property is less than the fair market value of the property to be acquired, the difference may be paid with funds authorized for the acquisition. However, it is Coast Guard policy that land trades involve only parcels of equal value. Although the Coast Guard is giving up land, the action is not considered a disposal of property, rather, the exchange is actually part of an acquisition. Coast Guard may effect acquisitions (including exchanges) without GSA involvement, but disposals of real property are subject to the Federal Property Management Regulations (FPMR).

1-C-3. Land Acquisition (Submerged).

- a. State title to the bottomlands of navigable waters is subject to a navigational servitude of the United States. There is no "taking" when the Coast Guard uses these bottomlands for the navigational purposes of constructing or improving aids to navigation. Accordingly, states have no right to compensation for federal use of submerged lands for these purposes.
 - b. The federal power to use and control submerged lands under navigable waters applies to "all means having some positive relation to the end in view which are not forbidden by some other provision of the Constitution." United States vs. Chandler Dunbar Water Power Company at 229 U.S. 53. Stations, bases, fixed aids to navigation and sinkers for a floating aid to navigation all have "some positive relation" to federal control of navigation and the federal government has the right to use submerged lands for these facilities without compensation under its navigational servitude.
 - c. Where the federal government is exercising its right under its navigational servitude, the above cited Supreme Court case has held there is no compensable taking of an interest in the submerged lands. The command concerned must exchange letters with the state involved to establish this in each case. Copies of the letters must be made a part of the acquisition assembly and placed into the real property record for that piece of property.
4. Rent and Outlease. Title 14 U.S.C. Section 93(n).
- a. This section gives the Commandant the authority to rent (including use agreements) or lease to others, under such terms and conditions as are deemed advisable, any Coast Guard-controlled real property that is not required for immediate use by the Coast Guard. This authority is delegated by the Commandant to MLC commanders and commanding officers of Headquarters units.
 - b. The term of any such rental or lease agreement may not exceed 5 years. The total number of years a property is rented or outleased may exceed 5 years where subsequent agreements are entered into because the property is not needed for immediate use by the Coast Guard. Money received from such rental or lease, less expenses incurred (exclusive of personal services), must be deposited into the Treasury. This term limitation does not apply to any rental or lease agreement which includes the automatic renewal clause.

- 1-C-5. Lease/Exchange of Historic Property. PL 96-515. PL 96-515-16 USC 470h-3 dated 12 December 1980, "Establishing a Federal Program for National Historic Preservation and Expanding and Administering the National Register of Historic Places," authorizes the Commandant, after consultation with the Advisory Council on Historic Preservation, to lease a historic property to any person or organization, or exchange any property owned by the Coast Guard with comparable historic property, if the action will adequately ensure the preservation of the property.
6. Grant of Easements, Licenses and Permits. Title 14 U.S.C. Section 93 (o).
- a. This section gives the Commandant the authority to grant to others, under such terms and conditions as are deemed advisable, permits, licenses, easements and rights of way over, across, in and upon lands under the control of the Coast Guard, when such grant is in the public interest and will not substantially injure the interests of the United States in the property affected.
 - b. There is no limitation on the length of time the above rights may be granted. However, a 30-year maximum period is recommended. In addition, easements and rights of way may be granted in perpetuity in accordance with paragraph 4-D-6.c of this manual instruction.
 - c. Unlike 14 U.S.C. Section 93(n), this section contains no provision for reimbursing the Coast Guard for expenses. All monies received from such grants must be deposited in the Treasury.
7. Lease of Housing Quarters. Title 14 U.S.C. Section 475(a).
- a. This section gives the Secretary of Transportation the authority to lease existing housing for Coast Guard military personnel when there is a lack of adequate housing facilities at or near Coast Guard installations. This authority of the Secretary has been delegated to the Commandant by 49 CFR 1.46(o).
 - b. Domestic Quarters. See paragraph 1-C-1-b. of this manual instruction.
 - c. Foreign Quarters. Leases entered into under this section for housing facilities in foreign countries are specifically exempt from the one-year limitation imposed by the Anti-Deficiency Acts by the portion of this section which provides that such lease may be made on a multi-year basis not to exceed five years.

- 1-C-8. Transfer of Real Property and Supplies. Title 10 U.S.C. Section 2571(a).
- a. This section gives the Secretary of Transportation the authority to transfer, without compensation, any real property and supplies between the Coast Guard and any other armed force provided the Secretary of the respective armed force approves. This authority of the Secretary has been delegated to the Commandant by 49 CFR 1.46(b).
 - b. "Armed forces" is defined in 10 U.S.C. Section 101(4) to include the Army, Navy, Air Force, Marine Corps and Coast Guard.
 - c. The Secretary of Transportation is the "Secretary concerned" when the Coast Guard is not operating as a service in the Navy as defined in 10 U.S.C. Section 101(8) (D).
9. Aids to Navigation and Equipment. Title 14 U.S.C. Section 93(i). This section gives the Commandant the authority to acquire, maintain, repair and discontinue aids to navigation, appliances, equipment and supplies. Such acquisition may be accomplished by purchase, transfer from an armed force, gift, lease, permit, license or similar use agreement. Transfer is accomplished under 10 U.S.C. Section 2571(a).
10. Outleasing of Public Domain Land. Title 43 U.S.C. Section 931(c). This section gives the Secretary of Transportation the authority to grant permits, leases, or easements to states, counties, cities, towns, townships, municipal corporations, or other public agencies for the purpose of constructing and maintaining on such lands public buildings or other public works for a maximum of 30 years.
11. Public Buildings, Properties and Works. Title 40 U.S.C. This title codifies many of the public laws that apply to the acquisition, management and disposal of federal real property. The most comprehensive of these public laws is the Federal Property and Administrative Services Act of 1949 (PL 81-152, 40 U.S.C. Section 471 et seq.) which places broad responsibilities and authorities with the Administrator of General Services in the administration and management of federal real property. This law transfers to the Administrator control of much of the federal property and the responsibility for establishing regulations for: (a) the procurement and supply of personal property and non-personal services; (b) the utilization of available property; (c) the disposal of surplus property; and (d) records management. The FPMR has published subsequently by GSA implementing the Act and other pertinent laws specifically cited within the regulations.

1-C-12. Federal Property Management Regulations (FPMR). Title 41
Code of Federal Regulations Chapter 101 (41 CFR 101).

- a. FPMR's are issued by GSA and applies to all federal agencies to the extent specified in the Federal Property and Administrative Services Act of 1949 or other applicable law.
- b. DOT Order 4600.2A authorizes that, in the absence of a DOT directive to the contrary, the FPMR are applicable to all departmental activities upon promulgation by GSA. Implementation or supplementation of the FPMR by DOT will be found in 41 CFR 112. To date, DOT has published no regulations. The provisions of the FPMR shall not be deviated from except as authorized in a DOT directive or as specifically approved by the Assistant Secretary for Administration. Deviations shall be requested only when considered essential for effective management or where special circumstances make such deviation necessary in the best interest of the Coast Guard. Submit requests for deviations to Commandant (G-E) who will coordinate Commandant approval and submission of the request to the Assistant Secretary for Administration for DOT review and approval. Requests must contain:
 - (1) A clear statement of the deviation desired, including identification of the specific paragraph(s) of the FPMR.
 - (2) The reason the deviation is considered necessary or in the best interest of the Coast Guard.
 - (3) A statement as to whether the deviation has been requested previously and, if so, circumstances of the previous request.
 - (4) A description of the intended effect of the deviation.
 - (5) A statement of the period of time for which the deviation is requested.
 - (6) Pertinent background information which will contribute to a full understanding of the desired deviation.
- c. FPMR's are published in the Federal Register in looseleaf form and annually codified in the Code of Federal Regulations (CFR). In the numbering system, all FPMR material is preceded by 101-. This means that the regulation is in Chapter 101 in Title 41 of the CFR. It has

1-C-12. c. (cont'd) no other significance. For example, the following two citations refer to the same material: FPMR 101-47.202-2 and 41 CFR 101-47.202-2. Throughout this manual only the FPMR citation will be used. DOT regulations which implement or supplement a specific provision of the FPMR will be located in chapter 112 of Title 41 of the CFR and will have the same number as the FPMR except for the chapter designation. For example, 41 CFR 112-18.104 would designate any DOT regulation implementing or supplementing FPMR 101-18.104.

13. Long-Term Leasing. Title 40 U.S.C. Section 490(h)(1).

- a. This section gives authority to the Administrator of General Services to lease buildings and improvements for a maximum period up to 20 years when necessary to accommodate federal agencies and to assign such space to federal agencies. This authority does not extend to unimproved or vacant land. In consideration of this limitation the Coast Guard generally enters leases for a term of one fiscal year with an option to renew annually.
- b. The Administrator is authorized by 40 U.S.C. Section 486(d) to delegate his authority to the head of any federal agency.
- c. In accordance with FPMR 101-18.105(b), the Coast Guard may not enter into a long-term lease (a lease which binds the government beyond the fiscal year) without express authorization from the Administrator. This includes no cost leases.

14. Space Acquisition. FPMR 101-18.104. This section delegates the authority of the Administrator to the Commandant to lease space in buildings under any of the following conditions:

- a. The space is leased for no rental or for nominal consideration of \$1.00 per annum.
- b. GSA has specifically delegated authority pursuant to a request by the Coast Guard.
- c. The space has been designated "special purpose space" by the Administrator because it is utilized wholly or predominantly for purposes of the Coast Guard and is not generally suitable for the use of other agencies and is listed in FPMR 101-18.104-1(1)(1).

- 1-C-14. c. (1) General Versus Special Purpose Space. The primary authority to lease space in buildings is vested in General Services Administration (GSA); see FPMR 101-18.101. As a general rule, GSA must lease any "general purpose space" for which the consideration is more than nominal. The Coast Guard may lease in accordance with the GSA delegation for space that has been designated by the Administrator as "special purpose space." The types of space that have been so designated as "special purpose" for the Coast Guard are listed in FPMR 101-18.104-1(1)(1).
- (2) Limitations on the Use of Delegated Authority. These limitations appear in FPMR 101-18.105. GSA must approve any leasing action for over 2,500 square feet of "special purpose space." FPMR 101-17.101-2(b) incorporated as a limitation by FPMR 101-18.105(a)(1).
- (3) Lease of Land Versus Space in Buildings. For the Coast Guard's authority to lease land or land and improvements, see 14 U.S.C. Section 92(f).

15. Abandonment or Destruction of Surplus Property. 40 U.S.C. 486(d).

- a. GSA has delegated authority to the Secretary of Transportation to abandon or destroy certain surplus real property improvements under the control of the Coast Guard without prior concurrence from GSA. Authority delegated per Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 486(d)). Delegation expires 30 September 1990.
- b. This authority has been redelagated to the Commandant per section 1.59(a)(4) of DOT Order 1100.60 dated 17 November 1982.
- c. The Coast Guard may abandon or destroy excess government-owned improvements and related personal property when it is determined that the property has no commercial value or the estimated care and handling of the property would exceed the estimated proceeds from its sale.

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CHAPTER 2. ACQUISITION OF PERMANENT INTEREST

- A. Introduction. The Real Property acquisition process is divided into three phases which are outlined below. The following paragraphs briefly describe the process for an acquisition based on an option; however, most of the information is applicable to any type of acquisition.
1. Planning Process. Phase I.
 - a. Acquiring real property for Coast Guard use or interests usually results from changing or expanding programs or from the implementation of new program initiatives. In all acquisitions of a permanent Coast Guard interest in real property, the commander, maintenance and logistics command (MLC) or commanding officer of a Headquarters unit determines, prior to the acquisition, that acquisition of additional property is required and that the requirement cannot be satisfied through the temporary use of real property. The fulfilling of this requirement shall be documented (Planning Proposal, Comprehensive Plan, etc.) and a copy filed with the property records. If the need is not permanent, another means of acquisition (lease, license, permit) may be more appropriate. Fee simple title to the property is acquired in the case of permanent need and permanent improvements are to be constructed on the property.
 - b. Administrative and management processes for identifying the requirement are associated with the planning, programming and budgeting actions. The Long Range View, the Comprehensive Plan, the Planning Proposal and the Special Analytic Study usually identify the requirement for real property acquisition. Enclosure (1) interrelates the property acquisition process with the other disciplines.
 - c. An Environmental Analysis is required prior to initiating real property acquisition. MLC commander (ms) is responsible for its completion and supporting environmental documentation, such as, categorical exclusion (CE), environmental assessment (EA), finding of no significant impact (FONSI) or environmental impact statement (EIS).
 - d. A detailed analysis of the real property acquisition is required at the Planning Proposal stage. The Planning Proposal addresses the overall concept and operational alternatives. The site evaluation report, which may be submitted at the same time, contains the analysis of the detailed search for the proper location. Phase I is completed with the approval of the Planning Proposal and the site evaluation report. Authority to enter an option prior to Planning Proposal approval is not normally granted; however, an option may be entered prior to

- 2-A-1. d. (cont'd) approval of the site evaluation report. If Commandant (G-CPE) requires changes in the Planning Proposal, the site evaluation report must also be revised to reflect the changes and be submitted for approval. Commandant (G-ECV) is responsible for coordinating approval of the site evaluation report.
- e. Minor AC&I Projects. Minor Acquisition, Construction and Improvement (AC&I) Shore Construction Projects are defined in the Planning and Programming Manual (COMDTINST M16010.1A), chapter 19, paragraph A. The Planning Proposal/Project Proposal Report (PPR) are submitted as a combined document to support Minor AC&I Shore Construction Projects. This document is similar to general Planning Proposals except that alternative sites must be researched and the site selected in the one report because no AC&I PPR will be submitted for those these projects. See paragraph 2-A-2.d of this manual instruction.

2. Real Property Acquisition. Phase II.

- a. After Commandant (G-ECV) has coordinated approval with OST, if required, and approved the site evaluation report, the next phase of the acquisition process begins. Specific authorization to proceed with Phase II is granted by Commandant (G-ECV) and is included in the approval document to the command level.
- b. Phase II initiates obtaining title to the property.
- c. The following is a sequential list of steps:
- (1) Obtain Preliminary Title Evidence to determine who owns the property and if any encumbrances exist on the title that may affect the value. The information is given to the appraiser to use in preparing the appraisal report. In procuring Preliminary Title Evidence, a contract for closing services to be performed by the Title Company may be secured.
 - (2) Secure appraisals in accordance with Federal Acquisition Regulations and send appraisals for Commandant (G-ECV) review.
 - (3) The review appraiser at, or as designated by, Commandant (G-ECV) sets just compensation based on the approved appraisal.
 - (4) Notify MLCs or commanding officers of Headquarters units of just compensation amount by "Determination of Just Compensation." See enclosure (7) to this chapter.
 - (5) Appoint negotiator who prepares "Statement of Just Compensation." See enclosure (6) to this chapter.

- 2-A-2. c. (6) Make offer (no lower than just compensation).
- (7) Negotiate option.
- (8) Sign option.
- (9) Submit option and Preliminary Title Assembly. See paragraph 2-A-4 of this manual instruction for funding considerations.
- d. Project officers must consider the status of their project and conduct negotiations with this in mind. Any options negotiated must be for a period of time that allows for Acquisition, Construction and Improvement Project Proposal Report (AC&I PPR) approval, and availability of purchase funds before the expiration of the option period. Options may not be executed prior to having funding request (project) before Congress. Note, housing projects normally do not require an AC&I PPR.

3. Title Approval. Phase III.

- a. Commandant (G-ECV), after consulting with Commandant (G-CPA) and the Program Manger, specifically authorizes the concerned command to exercise the option and initiate commencement of the title approval phase. This authorization to exercise the option must be in the AC&I PPR approval document or in separate correspondence issued by Commandant (G-ECV). For example, housing projects may not have an AC&I PPR. No actions required under Phase III may be initiated until granted specific authority. Follow these steps:
- (1) Commandant (G-L) issues Preliminary Opinion of Title (POOT). If a reverter clause is included, the Department of Justice issues it.
- (2) Exercise option.
- (3) Command submits Final Title Assembly.
- b. Regulations of the Attorney General issued in accordance with the provisions of PL 91-393, dated 1 September 1970, 84 Stat. 835, provide that when permanent improvements or improvements of substantial value are to be erected on lands, a defeasible title (or reverter provision) to such lands is not acceptable and must not be approved, unless the estate is clearly authorized by Congress. Title 14 U.S.C. Section 92(f) and the applicable congressional authorization and appropriation acts authorize such an estate. Therefore, the Coast Guard has authority to acquire land subject to a reverter clause. However, when it is desired to accept the title to lands, subject to any rights of reversion, the opinion of the Attorney General

2-A-3. b. (cont'd) must be requested and full supporting facts containing a reference to any authorizing authority must be submitted for consideration. The Attorney General must issue the Preliminary Opinion of Title (POOT) and Final Opinion Of Title (FOOT).

c. Although Congress has authorized and the Department of Justice has recognized the Coast Guard's ability to acquire land subject to a reverter clause, the building of permanent improvements or improvements of substantial value on such land must be specifically authorized by Congress. This can be accomplished by indicating on the appropriate AC&I budget data sheet that the improvements will be built on land subject to defeasible fee title.

4. Funding - The When and How.

a. The property acquisition process is tied to other areas of responsibility such as environmental concerns, Planning Proposals, and Structure Alteration (STRUCTALTS). However, other than the two key points, Planning Proposal approval and AC&I PPR approval, the property acquisition parts of the process can be adjusted to a particular situation. See enclosure (1) for relationships.

b. With regard to the Planning Proposal, authority to enter an option without submitting a Planning Proposal to the Commandant (G-CPE) will not be granted. Submission of the Site Evaluation Report to OST should not take place until after Planning Proposal approval. Normally, authority to exercise the option is not granted until after AC&I PPR approval and the budget request is before Congress. If the property is purchased prior to the year of construction (year funds appropriated by Congress), survey and design funds may be utilized for acquisition of the property rather than the AC&I funds set aside for the construction project. Keeping in mind these critical points, concerned commands should coordinate submission of all required documents. To help with planning, the following example is offered.

- (1) Type of project - Construction.
- (2) Funding for land acquisition - Survey and Design Funds for FY-X2.
- (3) Funding for construction - AC&I Funds for FY-X3.

<u>OCT FY-X1</u>	<u>OCT FY-X2</u>	<u>OCT FY-X3</u>
Enter option Dec	Option expires Feb	Construction Dec

2-A-4. b. (3) (cont'd)

In this example the Commandant authorized entering into an option in December of FY-X1. Since FY-X2 Survey and Design funds will be used for purchase of the land, the option length must extend into FY-X2. Here the option expires in February of FY-X2. The command negotiating the option must have a commitment from Commandant (G ECV) that FY-X2 Survey and Design funds will be available before negotiating an option that expires in FY-X2.

2-A-5. Obligation of Funds. In order to issue construction contracts or obligate funds prior to the end of a fiscal year, remember what actions are required or at what point funds are obligated. The execution of the following documents obligate funds and vest title in the United States, thus allowing further funds to be obligated for use on that property:

a. Purchase.

- (1) Option - exercised - obligates funds.
- (2) Purchase agreement - signed by all parties - obligates funds.
- (3) Completing closing - turning over of deed(s) - vests title in United States. Additional funds may be obligated (construction contract, etc.).

b. Condemnation. Funds are obligated when the Attorney General is requested to start proceedings. Declaration of Taking filed and check deposited with court - obligates funds and vests title in the United States.

B. Establish the Requirement and Document Permanent Need. In all cases of acquiring a permanent Coast Guard interest in real property, a determination must be made by the MLC or Headquarters unit, prior to the acquisition, that acquisition of additional property is required and that the requirement cannot be satisfied through the temporary use of real property. The fulfilling of this requirement shall be documented by a Planning Proposal, Comprehensive Plan, etc., and a copy filed with the property records. Planning Proposals may be originated by district or MLC commanders and must be submitted via the area commander for approval. Headquarters units may submit Planning Proposals directly to Commandant (G CPE). If the need is not permanent, another means of acquisition (lease, license, permit) may be more appropriate. However, simple fee title to the property is desired in the case of permanent need and if permanent type improvements are to be constructed on the property.

C. Site Selection Considerations. Consider the following requirements during the Planning Proposal process. Review and update information during the site evaluation and subsequent phases.

- 2-C-1. DOT Order 1100.34A. This order requires a review process for all major and minor acquisitions and expansions. For major actions, a site evaluation report is submitted to Commandant (G-ECV). For minor actions, the documentation is placed in the property file at the command. Enclosure (2) issues the requirements of this order. Major acquisitions and expansions require advance OST coordination. Actions required by enclosure (2) must be coordinated with the planning, programming and budgeting process to avoid duplication of effort. Housing is not included under the requirements of this order. Likewise, expansions to existing facilities which do not involve land acquisition are not covered by this order. However, acquisition of improvements without the underlying land, not previously controlled by the Coast Guard, would be considered an expansion.
2. DOT Order 4300.2. This order requires OST approval before initiating any action that will lead to the acquisition of certain categories of real property, including housing. See enclosure (3) of this chapter.
3. Intergovernmental Review of Department of Transportation Programs and Activities. Executive Order 12372 was implemented in the Department of Transportation by 49 CFR 17 issued 24 June 1983. DOT Order 4600.13 and COMDTINST 5740.7 detail procedures for the system of intergovernmental consultation involving a review of all proposed projects.
4. Parking. "Parking" means vehicle parking spaces under the jurisdiction and control of the Coast Guard which are used for parking Government vehicles, other official vehicles, visitor vehicles, and the privately owned vehicles of military members, civilian employees, contractor personnel, and non-appropriated fund employees. Parking facilities' criteria contained in DOD Instruction 4270.1M Construction Criteria Manual or NAVFAC P-80 Facility Planning Factor Criteria for Navy and Marine Corps shore installations applies, and should accompany all AC&I Project Proposal Reports. Appropriated funds may not be used for leasing of parking spaces for privately owned vehicles unless specifically authorized by Congress. See 43 Comptroller General 131, 55 Comptroller General 1197, and FPMR 101-17.101-6 and 101-20.111.
5. Land Use Constraints. All possible restrictions on the use of land must be investigated (zoning, etc.). Each area must be addressed in the environmental documentation. See paragraph 2-A-1.c and the National Environmental Policy Act (NEPA) Implementing Procedures (COMDTINST M16475.1 series) for detailed information on these procedures.
 - a. Protection and Enhancement of the Cultural Environment.

- 2-C-5. a. (1) Section 106. Section 106 of the National Historic Preservation Act of 1966, PL 89-665, 80 Statute 915, 16 U.S.C. Section 470f, as amended by PL 94-422, 90 Statute 1320, requires that:

Where any "undertaking" by the Coast Guard or its licensee will have an effect on any district, site, structure, or object that is included in or eligible for inclusion in the National Register of Historic Places, the Commandant must take into account that effect in accordance with the Advisory Council regulations published in 36 CFR Part 800. Executive Order 11593 extends this protection to those properties which are eligible for nomination to the Register and those which have been nominated but not listed in the Register. The protection afforded these properties affects the Coast Guard in the use of existing Coast Guard real property and disposal of excess real property. However, should the Coast Guard purchase real property that is listed on, nominated to or eligible for nomination to the National Register of Historic Places, it would be necessary to comply with the protection for any subsequent undertaking. Such a course of action is likely to prove expensive and technically difficult.

- (2) MLCs and Headquarters Units Responsibilities:
- (a) Investigate possible significance (cultural, historical, archaeological) of all sites being considered for acquisition.
 - (b) Include results of investigations in Planning Proposal.
 - (c) Begin 36 CFR Part 800 procedures (as appropriate).
- (3) 36 CFR Part 800. For any property on or eligible for the National Register, initiate the coordination requirements of 36 CFR Part 800 with the State Historic Preservation Officer as early in the planning process as possible. All submissions to the Advisory Council on Historic Preservation should be via Commandant (G-ECV).

- b. Section 4f Procedures - Park Lands, Recreation Areas, Wildlife and Waterfowl Refuges or Historic Sites. When acquiring land, the Coast Guard must adhere to Department of Transportation Act, 80 Statute 931, 49 U.S.C. 303 as of the Federal-Aid Highway Act of 1968, 82 Statute 824, which states that no publicly owned land from a public park, recreation area, wildlife and waterfowl refuges, or any land from a historic site of national, state or local significance may be acquired unless:

2-C-5. b. (cont'd)

"...there is no feasible and prudent alternative to the use of such land, and such program includes all possible planning to minimize harm to such park; recreational area, wildlife and waterfowl refuge, or historic site resulting from such use." The DOT Act Section 4-f requirements for historic sites are in addition to those levied by Section 106 of the National Historic Preservation Act of 1966 and 36 CFR Part 800. All of the requirements must be met and one action cannot be substituted for another. See the National Environmental Policy Act Implementing Procedures (COMDTINST M16475.1 series).

- c. Coastal Zone Management. The Coastal Zone Management Act of 1972, PL 92-583, as amended by PL 94-370 (16 U.S.C. Section 1451 et seq), establishes a national policy to:

"... preserve, protect, develop, and where possible, to restore or enhance, the resources of the Nations coastal zones..." COMDTINST 16004.1 (series) issues the requirements of this Act.

- d. Endangered Species/Section 7 Consultation.

- (1) Requirements. The Endangered Species Act of 1973, requires that federal agencies shall not authorize, fund, or carry out any actions that will:
- (a) Jeopardize the continued existence of a listed species.
 - (b) Result in the destruction or adverse modification of the habitats of listed species that have been determined critical.
- (2) Fish and Wildlife Service (FWS) and National Marine Fisheries Service (NMFS) Responsibilities. FWS and NMFS have been delegated the responsibilities of the Departments of the Interior and Commerce, respectively, for implementing the Endangered Species Act. Critical habitat determinations are made by the Secretary of Interior, through the Director, FWS or NMFS, after consultation as appropriate, with the affected state. The lists of endangered and threatened native and foreign fauna under the jurisdiction of the FWS and the NMFS are found in 50 CFR 17.11. The NMFS regulations specify those species of fauna under its jurisdiction and are contained in 50 CFR 22.23, 39 Federal Register 41367-41377, November 27 1974. Jurisdiction over endangered and threatened flora is divided among the Secretaries of Agriculture, Commerce and Interior, as defined by the Act. The Secretary of Agriculture's responsibility is limited to importation

- 2-C-5. d. (2) (cont'd) and exportation of terrestrial plants. Other functions under the Act relating to terrestrial plants, such as listing and section 7 consultation and assistance, and all functions relating to marine plants are the responsibilities of the Secretaries of the Interior and Commerce.
- (3) MLCs and Commanding Officers of Headquarters Units Responsibilities. Use in-house expertise or other suitable sources to determine if listed species or their habitats will be affected beneficially or detrimentally by any proposed acquisition.
- (4) FWS or NMFS Assistance. Informal consultation can and should be initiated at the field level between the FWS or NMFS and the affected commander. In most cases, this is a continuation of field coordination and cooperation established in the past. This level of communication is particularly useful for obtaining information on listed species or their habitats or clarifying the consultation process. It also assists the unit in confirming its analysis or judgment of detrimental effects that could result from its planned action on listed species or their habitats. Such consultation is supplemental to, and not a substitute for, the formal consultation process.
- (5) Formal Consultation/Section 7 Compliance.
- (a) MLCs and Headquarters units shall request formal consultation with the FWS or NMFS Regional Director upon determining that a species or habitat will be affected. A copy of the request will be forwarded to Commandant (G-ECV). Following the request for consultation from the Coast Guard, the Regional Director or Director of FWS or NMFS may arrange for a threshold examination of the area in which the activity or program is proposed to be carried out. A threshold examination may consist of an onsite inspection of the area or a review of available information to make a preliminary assessment as to whether listed species or their habitats will be impacted.
- (b) The Regional Director or Director will notify the Coast Guard and further consultation will be unnecessary if the Regional Director or Director is of the opinion that, as a result of the threshold examination of the activity or program, no likelihood of the following exists:

- 2-C-5. d. (5) (b) 1 The continued existence of a listed species be jeopardized.
- 2 The area to be impacted by the activity or program be determined by further examination to be a critical habitat.
- 3 The activity or program results in the destruction or modification of a habitat, previously determined to be critical by the Secretary through the Director.
- (c) This documentation should be filed in the property case file. A copy of this notification shall be forwarded to Commandant (G-ECV). Upon receipt of notification of determination by the command, the project may proceed.
- (d) If the Regional Director or Director, as a result of the threshold examination, believes the activity or program may result in jeopardizing the continued existence of listed species or the destruction or adverse modification of a previously determined critical habitat, the Coast Guard will be notified in writing, and a time frame for completing the consultation process will be established. The MLC or Headquarters unit, with the assistance of the FWS or the NMFS, state, private, or other sources of expertise, as appropriate, shall initiate surveys, studies, research and other means to obtain information to be used by the Regional Director or Director in rendering his final biological opinions. If requested, the Director will provide recommendations necessary to assist the Coast Guard in meeting its obligation to ensure that actions authorized, funded or carried out by it do not jeopardize the continued existence of a listed species or modify or destroy a critical habitat of a listed species. This consultation process will provide the basis of compliance with National Environmental Protection Agency (NEPA), Environmental Impact Statements and enable the MLC or Headquarters unit to continue the project.

2-C-5. e. Wetlands.

- (1) Background. Executive Order 11990, dated 24 May 1977, "Protection of Wetlands," establishes a national policy which is to "avoid to the extent possible the long-term and short-term adverse impacts associated with the destruction or modification of wetlands and to avoid direct or indirect support of new construction in wetlands wherever there is a practicable alternative." The order further provides that each agency shall provide leadership to minimize the destruction, loss or degradation of wetlands and to preserve and enhance the natural and beneficial values of wetlands in carrying out the agency's responsibilities for:
 - (a) Acquiring, managing, and disposing of federal lands and facilities.
 - (b) Providing federally undertaken, financed, or assisted construction and improvements.
 - (c) Conducting federal activities and programs affecting land use, including, but not limited to, water and related land resources planning, regulating and licensing activities.

- (2) Definitions.
 - (a) "Wetlands" are defined as lowlands covered with shallow and sometimes temporary or intermittent waters. This includes, but is not limited to, swamps, marshes, bogs, sloughs, potholes, wet meadows, river and tidal overflows, as well as estuarine areas, and shallow lakes and ponds and emergent vegetation. Areas covered with water for such a short time that there is no effect on moist soil vegetation are not included in the definition, nor are the permanent waters of streams, reservoirs, and deep lakes. The wetlands ecosystem includes those areas which affect or are affected by the wetland area itself (i.e., adjacent uplands or regions up and down stream). An activity may affect the wetlands indirectly by impacting regions up and down stream from the wetlands and by disturbing the water table or the area in which the wetlands lie.
 - (b) "New Construction" includes any draining, dredging, channelizing, filling, diking, impounding and related activities, and any structures or facilities begun or obligated after May 1977.

2-C-5. e. (3) Policy. It is the Coast Guard's policy to assure the protection, preservation, and enhancement of the nation's wetlands to the fullest extent practicable during the planning, construction, and operation of facilities and projects. In accordance with Executive Order 11990, new construction located in wetlands shall be avoided unless there is no practicable alternative to the construction and the proposed action includes all practicable measures to minimize harm to wetlands resulting from such construction.

(4) MLCs and Headquarters Units Responsibilities.

(a) Review all acquisitions proposed for direct construction, assistance or permit for consistency with wetlands policy. Information concerning the type, number and location of wetland areas may be obtained from the FWS or from the wetlands inventories maintained by the various states.

(b) Procedures for projects which involve wetlands:

1 Under E.O. 12372, the impact of new construction projects on wetlands should be identified and discussed in submissions to state and metropolitan clearinghouses. The opportunity for early review of proposals for new construction which may affect wetlands should be provided to the public and to agencies with special interest in wetlands through early coordination and public information meetings. See also DOT Order 4600.13 and 49 CFR 17.

2 Any impact on wetlands (which is not minimal in terms of degree or geographic extent of damage) is normally a significant impact within the meaning of the NEPA and requires preparation of an EIS. Before preparing an EIS, agencies with jurisdiction and expertise concerning wetlands impacts (FWS, state wildlife or natural resources agencies, and the Corps of Engineers, as appropriate) should be consulted.

3 An EIS (or FONSI where applicable) on a proposal for new construction in wetlands should indicate early coordination and should identify specific impacts of the project on the wetlands, taking into consideration the matters listed in paragraph 4 (following).

- 2-C-5. e. (4) (b) 4 In carrying out any activities with a potential effect on wetlands, consider the following factors relevant to the proposal's effect on the survival and quality of the wetlands:
- a Public health, safety and welfare, including water supply, water quality, recharge and discharge, and pollution; flood and storm hazards; and sedimentation and erosion.
 - b Maintenance of natural systems, including conservation and long-term activity of existing flora and fauna, species and habitat diversity and stability, hydrologic utility, fish and wildlife, timber, food and fiber resources, and other uses of wetlands in the public interest, including recreational, scientific and cultural uses as well as transportation uses and objectives.
- 5 Alternatives which would avoid construction in a wetland must be studied, considering environmental and economic factors. If use of a wetland is proposed, the analysis must demonstrate there is no practicable alternative to the use of the wetland and all practicable measures to minimize harm to the wetland have been included. In making this finding, economic, environmental and other factors must be taken into account. Some additional costs alone would not necessarily render alternatives or minimization measures impractical, since additional costs would normally be recognized as necessary and justified to meet national wetland policy objectives.
- 6 For any proposal which entails new construction located in a wetland, a specific finding must be made by the MLC or Headquarters unit that:
- a There is no practicable alternative to construction in the wetland.
 - b All practicable measures to minimize harm have been included. Such a finding should ordinarily be included in the draft and final EIS or FONSI for the proposal.

- 2-C-5. e. (5) Commandant Program Directors and Managers or Headquarters Planning Coordinators Responsibilities. For all new authorizations or appropriations submitted to the Office of Management and Budget, indicate if a specific proposed action will be located in a wetland and whether the proposed action is in accordance with Executive Order 11990.
- f. Floodplains. The Department of Transportation (DOT) Order 5650.2, dated 23 April 1979 establishes policy and procedures for ensuring that proper consideration is given to the avoidance and mitigation of adverse floodplain impacts in accordance with Executive Order 11988, dated 24 May 1977. Commandant Instruction 16475.3 (series) sets forth DOT Order 5650.2 for Coast Guard compliance.
6. Uniform Relocation Assistance for Displaced Persons.
- a. Purpose. The Uniform Relocation Assistance and Real Property Acquisition and Policies Act of 1970 (P.L. 91-646, 42 U.S.C. Section 4601) establishes a uniform policy for the fair and equitable treatment of persons displaced from their homes, businesses or farms as a result of the acquisition of property by a federal agency.
- b. MLCs and Headquarters Units Responsibilities. Whenever the Coast Guard is considering acquiring land, the MLC or Headquarters unit shall identify any potential displacees, and has the authority to approve Relocation Assistance payments up to \$25,000 to the displacee(s) after having ascertained if any one of the following categories of displacees is concerned:
- (1) Categories of displaced persons.
- (a) Owner occupant of residential property.
 - (b) Tenant occupant of residential property.
 - (c) A sleeping room tenant.
 - (d) Mobile homes - owner occupant or tenant occupant.
 - (e) Business, farm or non-profit organization.
 - (f) Owner occupant or tenants of property immediately adjacent to the real property acquired - if caused substantial economic injury because of the acquisition. This category of displaced persons may be offered advisory services under section 205(c) of the Act.

- 2-C-6. b. (2) Condition of Eligibility. Displaced persons must be in occupancy of the property at the time of initiation of negotiations or move as a result of a written notice given to vacate real property being acquired by the Coast Guard.
- c. Right of Displaced Persons. Each individual, business or farm operation must be given written notice of the Coast Guard's intent to acquire the property and a timely notice to vacate by certified or registered mail. Each displaced person must have his or her rights and entitlements under the Act fully explained.
- d. Commandant (G-E) Responsibility. The Commandant will not approve entering Phase III for any acquisition which will result in the displacement of any individual, business or farm operation until after receipt of written satisfactory assurances from the MLC or Headquarters unit that the Relocation Act requirements will be met.
- e. Relocation Requirements. Relocation requirements can be found in the following:
- (1) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 42 U.S.C. 4601).
 - (2) Federal Management Circular (FMC) 74-8 "Guidelines for Property Acquisition Policies Act of 1970, PL 91-646" dated 4 October 1974, as amended by Supplement 1 dated 3 July 1975.
 - (3) 49 CFR Part 25.
 - (4) 42 U.S.C. Section 4622, Moving and Related Expenses. 49 CFR Part 25.153 - Schedule of Moving Expense Allowance, Individuals and Families.
 - (5) FPMR 101-18 & 19.
 - (6) Coast Guard Planning and Programming Manual (COMDTINST M16010.1 series) chapter 25.

7. Submerged Lands.

- a. When acquiring a site, a portion of which is submerged, consider whether title to the submerged portion needs to be obtained, since state title to the bottomlands of navigable waters is subject to a navigational servitude of the United States. There is no "taking" when the Coast Guard uses these bottomlands for the navigational purposes

- 2-C-7. a. (cont'd) of constructing or improving aids to navigation. Accordingly, states have no right to compensation for federal use of submerged lands for these purposes.
- b. The federal power to use and control submerged lands under navigable waters applies to "all means having some positive relation to the end in view which are not forbidden by some other provision of the Constitution." United States vs. Chandler Dunbar Water Power Company et al. 229 U.S. 53. Stations, bases, fixed aids to navigation and sinkers for a floating aid to navigation all have "some positive relation" to federal control of navigation; the Federal Government has the right to use submerged lands for these facilities without compensation, under its navigational servitude.
- c. Where the Federal Government is exercising its right under its navigational servitude, the above cited line of the Supreme Court case has held that there is no compensable taking of an interest in the submerged lands. The command concerned should exchange letters with the state involved to establish this in each case. Copies of the letters must be made a part of the acquisition assembly and placed into the real property record for that piece of property.
8. Corps of Engineers Permits. The Coast Guard must request a Section 404 permit from the Corps of Engineers in each project involving dredging and filling and for maintenance dredging of a channel.
9. Indemnification Clauses. If it is necessary for the Coast Guard to include an indemnification clause in any type of agreement, it will read as follows: "The government's liability for damages or loss of property or personal injury or death shall be as prescribed by the Federal Tort Claims Act, as amended (28 U.S.C. Sections 2671-2680)."
10. Engineering. See Civil Engineering Manual (COMDTINST M11000.1 series).
11. Underground Storage Tanks. The Coast Guard must determine the status and condition of any underground storage tanks present.
12. Hazardous Waste. The Coast Guard must determine if the site contains any hazardous waste. See Hazardous Waste Management Manual (COMDTINST M16478.1 series).
13. Housing. See Civil Engineering Manual (COMDTINST M11000.1 series) and Housing Manual (COMDTINST M11101.13 series).

2-D. Acquisition by Purchase.

1. Introduction.

- a. Federal government policy is to acquire real property interests only after the agency head or his designee determines that the requirement cannot be satisfied by better use of existing property and that suitable excess or surplus property or unreserved Public Domain land is not available. It is government policy to acquire title to or other interest in real property by negotiation wherever possible, at just compensation (fair market value) as established by appraisals procured. If negotiations fail or if title is defective and the Commandant has clearly established that title will be acquired through condemnation proceedings, the owners shall be advised of their rights under the condemnation procedures. The Coast Guard will obtain permanent interest in real property after it is determined that a temporary interest (lease, permit, license or space assignment by GSA) cannot satisfy the requirement or that the permanent interest will provide a clearly superior benefit to cost return. In the case of general purpose space not located on a military installation, the Coast Guard will always request assignment by GSA. See chapter 3 of this manual for acquisition of space.

- b. It is Coast Guard policy to acquire title to real property in fee simple. Offers of property with right of reversion reserved to the owner on termination of property use by the government are acceptable, provided the transfer is at no cost or nominal consideration. It is preferable that the transfer be made for government purposes, rather than for Coast Guard use. Also the offer and conveyance shall provide that the government shall retain title to all improvements erected on the property and shall have the right to remove the improvements at any time during the government's occupancy or in a reasonable period after termination of land use. The opinion of the U.S. Attorney General must be obtained in all proposed acquisitions which contain provisions for the reversion of title, (i.e., renders both the preliminary and final opinions of title - POOT/FOOT). A defeasible title (or reverter provision) to such lands is not acceptable and must not be approved, unless the estate is clearly authorized by Congress. Title 14 U.S.C. Section 92(f) and the applicable congressional authorization and appropriation acts authorize such an estate. Therefore, the Coast Guard has authority to acquire land subject to a reverter clause. However, when it is desired to accept the title to lands, subject to any rights of reversion, the opinion of the Attorney General must be requested and full supporting

- 2-D-1. b. (cont'd) facts containing a reference to any authorizing authority must be submitted for consideration. The Attorney General must issue the POOT and FOOT.
- c. Although Congress has authorized and the Department of Justice recognized the Coast Guard's ability to acquire land subject to a reverter clause, the building of permanent improvements or improvements of substantial value on such land must be specifically authorized by Congress. This can be accomplished by indicating on the appropriate AC&I budget data sheet that the improvements will be built on land which is subject to defeasible fee title.
2. Definitions.
- a. Acquisition. Obtaining an interest in real property by means of purchase, acceptance of donation, lease, permit, license, assignment, reassignment, transfer, use agreement or other means.
- b. Appraisal. A written statement independently prepared by a qualified appraiser, conducted in accordance with the "Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, 1973," setting forth an opinion of value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.
- c. Accepted Appraisal. An appraisal accepted by a reviewing appraiser of the agency concerned as meeting the standards and criteria of applicable federal and state laws, regulations and appraisal specifications.
- d. Approved Appraisal. An appraisal that is approved by the Coast Guard as adequately supporting the review appraiser's recommended fair market value.
- e. Building, Structure or Other Improvement. An item located on real property that cannot be removed without incurring a substantial loss in value to itself or to the underlying or related real property.
- f. Displaced Person. Any person conducting a lawful business or farm operation or private person or tenant who moves from real property or moves his personal property from real property, as a result of the acquisition of such real property, in whole or in part, or as the result of the written order of the acquiring agency to vacate real property for a program or project undertaken by the Coast Guard.

- 2-D-2. g. Exercising an Option. Notifying the property owner, in writing, that the Coast Guard accepts the offer of the vendor to purchase the property on the terms and conditions contained in the option creates a contract which binds the Coast Guard to pay the full amount of the purchase price specified in the option. Option money is always applied to the purchase price. See enclosure (5).
- h. Fair Market Value. "The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming price is not affected by undue stimulus".
- i. Highest and Best Use. That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.
- j. Interest. Any right of ownership, use or control of real property including fee title, leasehold, permit, license, easement, or other similar relationships.
- k. Just Compensation. The amount of money the Coast Guard determines to be the fair market value of the property as established by the reviewing appraiser's recommendations. In no event is just compensation less than the approved appraisal.
- l. Negotiator. The Coast Guard representative who directly informs the owner of the Coast Guard's interest in buying the property, and that the Coast Guard has had the property appraised. He or she presents the offer of just compensation and an option for the owner to sign. The negotiator has the authority to sign the option on behalf of the government within certain limits. The negotiator's role is to make known the desires of the government and to bring about an understanding or agreement with the other parties.
- m. Option. A contract in which the Coast Guard pays money to the owner of property for the right to buy that property, at anytime within an agreed period, at a fixed price, and on the terms and conditions agreed upon in the option contract. The option is signed by both the property owner and the Coast Guard. Option money is always applied to the purchase price. See enclosure (5).
- n. Purchase Agreement. A contract, signed by both parties, binding upon both. An "option" becomes a "purchase agreement" when exercised by the Coast Guard.

- 2-D-2. o. Qualified Appraiser. Any person appraising property or reviewing appraisals must have the following minimum qualifications:
- (1) Be able to demonstrate experience in real estate appraising.
 - (2) Have successfully completed real estate appraisal courses sponsored by nationally recognized appraisal organizations or the equivalent.
 - (3) Have appraisal experience in the general type of property being appraised.
 - (4) Be available for appearances in court in the event the appraised property requires condemnation.
- p. Real Property. Any land, existing permanent improvements to land, or any interest therein.
- q. Relocation Assistance. That assistance a federal agency is required to provide a displaced person under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646).
- r. Reviewing Appraiser. A qualified appraiser who reviews and analyzes appraisals to ensure compliance with federal law and the pamphlet, "Uniform Appraisal Standards for Federal Land Acquisitions," published by the Interagency Land Acquisition Conference, 1973.
- s. Uneconomic Remnant. A remaining part of a property, after a partial acquisition, that is of little or no use to the owner as determined or agreed to by the Coast Guard.
3. Real Property Acquisition. Phase I. The Planning Proposal will establish the need for a new program or a change to an existing program. The Planning Proposal will include only general site information. The site evaluation report will include specific site information. Commandant (G-ECV) will approve the site evaluation report and authorize the MLC or headquarters unit to proceed with Phase II of the acquisition.

2-D-4. Real Property Acquisition. Phase II.

- a. Request Funds. After receiving both site evaluation report approval and authorization to proceed with Phase II, the MLC or Headquarters unit must request funds from Commandant (G-ECV) to procure title evidence and appraisals. Prior to contracting for appraisals, the command must determine when funds will be available for purchase of the desired site. This will determine the length of the required option period (date owner will be offered just compensation to date funds are available). Funds are "obligated" when the option is exercised. Funds must be available when the option is entered.

- b. Title Evidence.
 - (1) General.
 - (a) MLCs and Headquarters units must obtain all title evidence. Obtain the evidence promptly so the action required to complete and acquisition may be taken and payment made to the owner without undue delay. Before entering into a contract for furnishing title evidence, determine the most acceptable type of evidence and the sources available for procuring such title evidence.

 - (b) Procure title evidence in accordance with this manual and conform to the requirements contained in "Standards for the Preparation of Title Evidence in Land Acquisition by the United States," prepared by the Department of Justice, Land and Natural Resources Division. Title companies, when issuing a certificate of title, as distinguished from a title insurance policy, restrict their liability to matters of record and assume no responsibility for legal capacity of the vendors to convey. Therefore, the title companies make no investigation and assume no responsibility with respect to the legality of the corporate existence for a corporate vendor or its corporate power to convey, nor do they inquire into the power of a trustee of an undisclosed trust to convey property. In view of this, whenever the government's proponent is a corporation or a trustee and the title evidence consists of a certificate of title, it is necessary to supplement

- 2-D-4. b. (1) (b) (cont'd) title assembly with the same information required when abstracts are furnished as evidence of title. See the pamphlet noted earlier in this paragraph.
- (c) Title evidence obtained for land acquisitions by the Coast Guard shall conform to the requirements contained in the pamphlet "Standards for the Preparation of Title Evidence in Land Acquisitions by the United States" and "Procedural Guide for the Acquisition of Real Property by governmental agencies." Pay particular attention of the sections titled "Period of Search" and "Limitation of Liability." Proper application of the provisions of these sections can result in substantial savings to the government both in time and money.
- (2) Sources for Procurement of Title Evidence. Generally, title evidence is obtained from certified title companies, abstract companies, or individuals. MLCs or Headquarters units determine the names and addresses of title companies and abstracters available to furnish title evidence and whether such companies or abstracters are certified. One source is the directory published by the American Land Title Association. While this directory is extensive, it does not include all companies and individuals qualified to provide satisfactory title evidence.
- (3) Title Insurance Policies, Title Certificates, Abstracts of Title. The types of title evidence normally acceptable to the Department of Justice, title insurance policies, certificates of title and abstracts of title are customarily used. Various sections of the country follow different customs and in one area the certificate may be used as opposed to the abstract. Coast Guard policy requires obtaining a title insurance policy instead of a certificate of title or abstract of title, whenever feasible. If a title insurance policy cannot be obtained, a certificate of title is preferred to the abstract of title. Owner's duplicate certificates of title issued pursuant to satisfactory systems ordinarily are acceptable evidence of title. Thus, when title to real property being acquired is registered under such a system, certificates of title issued pursuant thereto, should be used.

- 2-D-4. b. (4) Authority to Negotiate for Title Evidence. For approved land acquisition projects, MLCs and Headquarters units are authorized to select the contractor and negotiate and execute the contract for title evidence.
- (5) Contracting for Title Evidence. When soliciting proposals to furnish title evidence, title companies and abstracters must be informed, when appropriate, that time is of the essence and the ability to comply with delivery requirements may be a decisive factor in selecting the contractor. The fee must not exceed the typical rates of the local area.
- (6) Compliance with Department of Justice Requirements. The contract must specify that the title evidence shall be prepared in compliance with the requirements of the Department of Justice pamphlet concerning title evidence. Also, payment for the services shall not relieve the contractor from the obligation to correct or complete any inaccurate or incomplete work without additional cost or expense to the Coast Guard.
- (7) Contract Form. The Department of the Navy form NAVFAC 11011/6 (5/71), Contract for Title Evidence, may be adapted for Coast Guard use when contracting for the evidence. See enclosure (12).
- (8) Title Insurance Policy. Title insurance policies shall be in the format shown in the Department of Justice pamphlet, "Standards for the Preparation of Title Evidence in Land Acquisitions by the United States." Endorsements to such policies to bring the policy to date of the title transfer from the date of preliminary title opinion shall be in the format of that shown in the pamphlet noted above. This format is known as U.S. Policy Form 1963 from the American Land Title Association. No other formats are acceptable for title insurance. See enclosure (13) for a sample policy.
- (9) Obligational Authority. Costs of procuring title evidence are chargeable to Survey and Design funds of the AC&I appropriation. Funds for approved land acquisition projects will be allotted to the MLC or Headquarters units upon request to Commandant (G-ECV).
- (10) Payment for Services. The contract may provide for partial payments upon receipt of the preliminary certificate of title or title insurance policy. Full payment should be made when the final certification of title or title insurance policy is obtained.

2-D-4. b. (11) Deed to the United States. The form of the deed to the United States must be a general warranty deed, except in conveyance by states, municipalities, corporations, fiduciaries and other persons acting solely in a representative capacity. The deed must conform to the statutory form prescribed for the state in which the lands are located. See enclosure (14).

c. Appraisals.

(1) Appraisal Policy. It is the Coast Guard's policy, as an agency of the Department of Transportation, to ensure property owners are provided just compensation when their property is acquired for a federal project. Appraisals will be reviewed by Commandant (G-ECV) prior to initiating negotiations to acquire real property, unless the appraisal review is authorized at the command level by Commandant (G-ECV). In addition, each command concerned must first ensure the following requirements are met:

- (a) Have an appraisal prepared, unless otherwise provided by law:
 - 1 Of all interests in the real property being acquired.
 - 2 Of all buildings, structures or other improvements located on and required to be removed from such real property.
 - 3 In a partial acquisition of those buildings, structures or other improvements on the remaining real property determined to be adversely affected (i.e. loss in value or use) by the acquisition.
- (b) The owner or a designated representative has an opportunity to accompany the appraiser during the property inspection.
- (c) Commandant (G-ECV) or the review appraiser has established an amount estimated to be just compensation. In no event shall such amount be less than the approved appraisal of the fair market value of such property, including damages and benefits, if any, to any remaining real property.

- 2-D-4. c. (1) (d) In determining the compensation for the property, disregard any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
- (e) Separately state, in a partial acquisition, the just compensation for the real property acquired and for damages, if any, to the remaining real property.
- (f) In a partial acquisition, analyze whether the remaining property is an uneconomic remnant.
- (g) In the appraisal, do not include any allowance for relocation assistance benefits.

d. General Appraisal Requirements.

- (1) An appraisal shall:
- (a) Be prepared independently by a qualified staff or fee appraiser.
- (b) Be prepared in ink or in typewritten form.
- (c) Be dated and signed by the appraiser prior to being submitted for review.
- (d) Contain an appraiser's certification. An example of an acceptable appraiser's certification is contained in enclosure (8).
- (e) Contain a revised appraiser's certificate whenever the appraiser changes the fair market value estimate or date of valuation.
- (2) The command shall furnish the appraiser:
- (a) A clearly defined appraisal assignment and all instructions necessary to complete the assignment, including items which are to be appraised as real property.
- (b) A statement of the rights to be acquired.
- (c) All title information that may affect the appraisal assignment including holders of interests subordinate to the fee owner.

- 2-D-4. d. (2) (d) A recorded plat or plot plan of the property showing the area to be acquired in relation to property boundaries, improvements and other significant features (using bearings and distances).
- (e) Information concerning any proposed construction features that may affect the value of the remaining real property.
- (f) A list of damages considered to be noncompensable.
- (g) Information concerning the treatment of any general and special benefits.
- (h) An inventory of the tenant owned buildings, structures or improvements affected by the acquisition.
- (3) MLCs and Headquarters units shall obtain one appraisal of each property to be acquired. Forward requests for additional appraisals to Commandant (G-ECV) with a full justification.
- (4) Format. Appraisal format should depend on the complexity of the appraisal problem, subject to minimum requirements contained in 2-D-4.c.(4). Refer to the descriptions of the various formats in the following section to determine which format to use.
- (a) Nominal Value Appraisal. A nominal value appraisal may be used for the appraisal of simple acquisitions, the estimated value of which does not exceed \$5,000.00. A simple acquisition is one involving land and minor improvements, and may include damages to the remaining property measured by the cost-to-cure method. A nominal value appraisal may be used to establish value for donations or gifts of property. A nominal value appraisal shall contain, as a minimum, the following:
- 1 Federal project and parcel designation.
 - 2 Owner's name and address.
 - 3 Description, location and area of the property to be acquired.
 - 4 Photograph(s) of principal improvements being acquired.

- 2-D-4. d. (4) (a) 5 Determination of value and basis for that determination.
- 6 Breakdown of land and improvement values. For a partial acquisition, a statement of the fair market value for the real property to be acquired and for damages, if any, to the remaining real property.
- 7 Effective date of valuation, date of appraisal signature and certificate of appraiser. An example of an acceptable nominal value appraisal is contained in enclosure (9).

(b) Short Form Appraisal. A short form appraisal may be used for the appraisal of whole acquisitions if the present use of the whole property is its highest and best use. A short form may be used for a partial acquisition if the highest and best use of the remaining property is the same before and after the acquisition, comparable sales are readily available, and damages, if any, are nominal or measurable by the cost-to-cure method. A short form appraisal may also be used to establish value for donations or gifts of property. An example of an acceptable short form appraisal is contained in enclosure (10). A short form appraisal shall contain the following items.

- 1 Project and parcel designation.
- 2 Title information, including 5-year sales history.
- 3 Description of property being appraised and the remaining property, if any, including location; zoning; present use/highest and best use; area, neighborhood, site and improvement data; access; photographs and plat or plot plan.
- 4 Determination of value, including indication of comparable sales used, direct comparison of those sales to the subject property, and analysis of damages and benefits, if any.

2-D-4. d. (4) (b) 5 Comparable sales indicating items, if they affect the sale's validity or indicated value. Examples are the date of sale, parties to the transaction, consideration paid, source and method of buyer financing, sales commission paid, conditions of sale and with whom these were verified, the location, total area, type of improvements, types of easements, leases, mineral rights, analysis of highest and best use at the date of sale, zoning, date of the appraiser's inspection, and photographs of principal improvements.

6 Breakdown of land and improvement values. For a partial acquisition, a statement of the value of the real property to be acquired and of damages, if any, to the remaining real property.

7 Effective date of valuation, date of appraisal, signature and certificate of appraiser. An example of an acceptable appraiser's certificate is contained in enclosure (8).

(c) Standard Appraisal. A standard appraisal is used for the appraisal of acquisitions not covered by nominal or short form appraisals. A standard appraisal shall contain, as a minimum, the following items:

1 Project and parcel designation.

2 A statement of assumptions and limiting conditions as shown on Attachment 1 to enclosure (11) to chapter 2.

3 The purpose of the appraisal which includes the reason for the appraisal, the property rights appraised and a definition of the type of value being appraised.

4 Title information, including a 5-year sales history.

5 Description of property being appraised and the remaining property, if any, including location, zoning, present use, area, neighborhood, site and improvement data, access, photographs, and plat or plot plan.

2-D-4. d. (4) (c) 6 An analysis of the highest and best use of the property being appraised and, in the case of a partial acquisition, of the remaining property.

a The analysis of the highest and best must include consideration of any lease or title encumbrance.

b If the present use is not the highest and best use, the appraisal shall contain the basis for determining that the property is legally and economically available and adaptable for a use other than the present use.

7 Applicable Approaches to Value. When there is sufficient market data, the appraisal should be limited to the market approach. When there is insufficient market data, or the property is not susceptible to market data analysis because of its characteristics, the cost or income approach shall also be used. Pertinent calculations shall be shown.

a The market approach includes identification of comparable sales, listings, offerings, or rental data which are available. Verify all comparable sales, listings, offerings, or rentals with the buyer, seller, broker, tenant or other person having specific knowledge of the price, terms and conditions of the transactions. If not verified, state reasons for not verifying. Individually compare similarities and dissimilarities such as time, location, physical and economic characteristics, and motivation of the transactions. Substantial lump sum adjustments are not acceptable.

b The cost approach, if applicable, consists of factual data, beginning with reproduction or replacement cost, and states the specific source of all figures used. Support physical deterioration, functional and economic obsolescence in narrative form. Support the appraiser's opinion of the land value by a market approach as set forth in 7 a above.

- 2-D-4. d. (4) (c) 7 c The income approach, if applicable, includes verified market data and is arranged to show, as a minimum, estimated gross economic rent or income; allowance for vacancy and credit losses; and an itemized estimate of total expenses, including reserves for replacements. Capitalization of net income is at the rate prevailing on the market for this type of property and location. Explain in narrative form the capitalization technique, method and rate; used support explanation by a statement; of market sources of rates or land factors.
- 8 An analysis and correlation of the approaches to value and an explanation of the final conclusion of value.
- 9 In the event of a partial acquisition or an acquisition of less than fee title, the valuation of the remaining property interests supported to the same extent as the entire property.
- 10 Breakdown of land and improvement values. For a partial acquisition, a statement of the value of the real property to be acquired and of damages and benefits, if any, to the remaining real property.
- 11 Effective date of valuation, date of appraisal, signature and certificate of appraiser. An example of an acceptable appraiser's certification is contained in enclosure (8) to chapter 2.
- 12 Comparable sales indicating the date of sale, parties to the transaction, consideration paid, source and method of buyer financing, sales commission paid, conditions of sale and with whom these were verified, the location, total area, type of improvements, type of leaseholds, mineral rights, analysis of highest and best use at the date of sale, zoning and photographs of principal improvements.
- 13 A map showing the location of the property being appraised and of the comparable sales used in the determination of value unless an exception is permitted by Commandant (G-ECV).

2-D-4. d. (4) (d) FHLC Form 70/FNMA Form 1004 may also be used. See enclosure (16). Instruct the appraiser to include a 5-year sales history.

(5) Appraisal of Partial Acquisitions.

- (a) An appraisal of a partial acquisition is prepared in conformance with the General Appraisal Requirements Section. See paragraph 2-D-4.d.(4) of this manual instruction.
- (b) Appraisals of partial acquisitions use the before and after method in accordance with federal rules of valuation.
- (c) When it is obvious there are no damages or benefits to the remaining property, the appraisal may consist only of the valuation of the part being acquired.

(6) Appraisal of Less Than Fee Title.

- (a) When less than fee title is being acquired, the appraisal is prepared in accordance with the General Appraisal Requirements Section.
- (b) The appraisal sets forth the restrictive elements of the easement to be acquired and the effect of such elements on the highest and best use.

(7) Appraisals of Specialty Items Belonging to the Fee Owner. A separate valuation of machinery, equipment or other specialty items considered to be part of the real property is required. The value of such items shall not exceed their contributory value to the whole property.

(8) Appraisal of Tenant Owned Improvements.

- (a) Tenant owned buildings, structures or other improvements shall be deemed to be a part of the real property notwithstanding the right or obligation of a tenant to remove such buildings, structures or improvements at the expiration of the lease term.
- (b) A tenant owned building, structure or improvement shall be valued at its contributory value to the fair market value of the whole property or its removal value, whichever is greater. Contributory value shall be:

- 2-D-4. d. (8) (b) 1 The value in place of a building, structure or other improvement, the present use of which is the highest and best use of the land to be acquired, for its remaining economic life.
- 2 The interim use value of a building, structure or other improvement, the present use of which is not the projected highest and best use. This includes the present worth of the salvage value of this land to be acquired, for a specified interim time period longer than the remaining term of the lease (interim use value of the buildings, structures or other improvements at the end of the interim time period).
- 3 The value in place of a building, structure or other improvement, the present use of which is not the highest and best use of the land to be acquired, for the remaining term of the lease plus the present worth of its salvage value at the end of the lease term.
- 4 Removal value shall be salvage value.
- (9) Appraisal of Housing. Appraisals of family housing by the Veterans Administration (VA) or the Federal Housing Administration (FHA) conducted within 6 months of purchase are acceptable, provided a copy of the appraisal is submitted together with the qualified VA or FHA appraiser's appraisal review certification. If the certification is not available, request agency to make certification.
- (10) Retention and Modification of Appraisals.
- (a) The original and any revised appraisals, including specialty appraisals, shall be retained by Commandant (G-ECV).
- (b) Any request for a substantive modification of an appraisal shall be documented in the files of Commandant (G-ECV).
- (c) If modifications are necessary, the appraiser shall furnish them in permanent form for attachment to the original or revised appraisal.
- (11) Authority to Negotiate for Appraisal Services. MLCs and Headquarters units are authorized to negotiate contracts for appraisal services in accordance with Commandant Instruction M4200.19 (series), Coast Guard Acquisition Procedures, Part 1213 (Small Purchase and Other Simplified Purchase Procedures) and Part 1215 (Contracting by Negotiation).

- 2-D-4. d. (11) (cont'd) Authority to negotiate should not be construed as authority to obligate funds. Funds must be requested from and allotted by Commandant (G-ECV) prior to contact award. All costs related to the procurement of real property are chargeable to the AC&I appropriation.
- (12) Qualified Appraiser. Appraisals should be completed by a qualified appraiser. See definitions in paragraph 2-D-2 of this manual instruction. When contracting for the services of an appraiser, anticipate that he may be required to testify as an expert witness in condemnation proceedings. For this reason, contact the local U. S. Attorney or the Department of Justice (FTS 724-6784 or 6687) for a list of appraisers in your area that have been found acceptable to the Department of Justice. Additional sources of qualified appraisers can be obtained from directories of the American Institute of Real Estate Appraisers, the Society of Real Estate Appraisers, Society of Industrial Realtors, or government agencies such as the U.S. Army Corps of Engineers, FHA and VA.
- (13) Appraisal Contract. Appraisal contracts shall include:
- (a) The right of the owner to accompany the appraiser. The appraiser shall give written notice to the owner that he or his designated representative may accompany the appraiser during the inspection of the property.
 - (b) A requirement to accurately describe the property and the interest (fee and easement to be appraised).
 - (c) The requirement that the contract of the appraisal report shall include the four parts as outlined in the "Uniform Appraisal Standards for Federal Land Acquisitions."
 - (d) Provision for correcting any deficiencies found by the reviewing appraiser.
 - (e) Set fees for updating or testimony at trial.
 - (f) Provision for a special appraisal report where property to be acquired contains minerals, timber, gravel, machinery, equipment, etc., of considerable value. The contract may include provisions for the appraiser to subcontract such a report to a qualified appraiser if he lacks the needed expertise or for the Coast Guard to award a

- 2-D-4. d. (13) (f) (cont'd) separate contract for the special appraisal report.
- (g) Standard Form. A Real Property Appraisal Contract is attached as enclosure (11).
- (14) All appraisal reports shall be sent to Commandant (G-ECV) for review unless authority has been specifically delegated to a MLC or Headquarters unit representative. Just compensation shall be established at this time.
- (15) Appraisal Review. The following guidelines apply:
- (a) The Department of Justice pamphlet "A Procedural Guide for the Acquisition of Real Property" and this section are used in the review of appraisals.
 - (b) Prior to accepting an appraisal, corrections or revisions should be sought for appraisals which do not substantially meet the requirements of paragraph (a) above.
 - (c) The reviewing appraiser may modify an appraisal report with corrections of minor mathematical errors, if such errors do not affect the final value conclusion. The review appraiser shall initial and date the corrections and/or factual data supplements to an appraisal.
 - (d) If the reviewing appraiser is unable to recommend an appraisal as adequate support for the estimated fair market value, the reviewer may develop appraisal documentation to support the recommended fair market value. Such appraisal documentation must meet the standards and criteria of applicable federal and state laws, regulations and appraisal specifications.
 - (e) The reviewing appraiser should field inspect the property appraised and the comparable sales considered by the appraiser(s) in arriving at the fair market value of the whole property and of the remainder(s).
 - (f) The reviewing appraiser should place in the file a signed and dated statement setting forth:

1 The recommended fair market value of the real property to be acquired, including the allocation of fair market value acquired and damages to remaining real property.

2-D-4. d. (15) (f) 2 An identification or listing of the buildings, structures and other improvements on the land which are considered to be a part of the real property to be acquired, if such allocation or listing differs from that of the appraisal(s).

3 That as a part of the appraisal review there was or was not a field inspection of the parcel to be acquired and the comparable sales. If a field inspection was not made, state the reason(s).

4 That the reviewer does not have any direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from its acquisition.

5 That the recommended fair market value was reached independently, without collaboration or direction.

6 The value estimate of items compensable under state law but not eligible for federal reimbursement.

7 That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public to the improvement for which such property is acquired was disregarded in recommending the fair market value of the property. The likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner was also disregarded.

(16) Prohibition Against Disclosure of Appraisal Information. Appraisals are obtained solely for use by the government and may form the legal basis of testimony in condemnation proceedings. The disclosure of appraisal data by an appraiser, appraisal reviewer or governmental personnel may seriously jeopardize the United States in any trial proceedings. The appraiser and the appraisal reviewer shall be instructed that they are not to divulge the contents of the appraisal except to authorized government personnel.

- 2-D-4. d. (17) Appraisal Update. Updating the appraised value to allow for the passage of time since the appraisal was conducted is allowable. Use yearly percentage increase based on local trends over a period of years. However, adjust the increase to allow for only that portion of a year that has elapsed since the appraisal was obtained.
- (18) Just Compensation. After reviewing all appraisal reports, the review appraiser shall establish the amount to be offered to the owner. This amount shall be referred to as just compensation.
- e. Negotiations. After just compensation has been established, negotiations may take place. Request authorization of funds from (G-ECV) prior to negotiations.
- (1) General. Acquisitions shall be negotiated and every reasonable effort shall be made to acquire the property without resorting to condemnation. The negotiator shall be an authorized representative of the Coast Guard. In no event shall the negotiations be conducted by the same person who prepared the real estate appraisal or the appraisal review. The purpose of negotiations is to establish the price to be paid to the proper parties for the precise estate in the property to be acquired. When an agreement is reached, a written agreement is prepared for the purchase of real property. See enclosure (5). Land donated to the Coast Guard shall be processed in the same manner as negotiated purchases.
- (2) Negotiator Designation. The MLC or Headquarters unit designates a negotiator(s) to conduct the negotiations. The negotiator(s) is normally a member of the Real Property Management Board. The legal officer and real property specialist perform, or at the least, assist in all negotiations with the contracting officer as a participant or in an advisory capacity. Any person having an interest in a corporation holding the land shall not be designated as a negotiator.
- (3) Negotiation Requirements. The negotiator shall review the entire case and be thoroughly familiar with the acquisition project. For additional information, consult the following booklets:

2-D-4. e. (3) (cont'd)

"A Procedural Guide for the Acquisition of Real Property by Government Agencies" issued by the Department of Justice.

"Uniform Appraisal Standards for Federal Land Acquisition" issued by the Interagency Land Acquisition Conference, 1973.

"Standards for the Preparation of Title Evidence in Land Acquisition by the United States" issued by the Department of Justice.

"Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970," PL 91-646.

"Guidelines for Agency Implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL 91-646" issued by GSA and assigned Federal Management Circular No. FMC 74-8.

- (4) Negotiation procedures for the purpose of acquiring real property shall be as follows:
- (a) Every reasonable effort will be made to acquire real property by negotiated agreements.
 - (b) Coercive actions will not be taken to obtain agreements.
 - (c) A prompt offer in writing will be made to purchase the property for the full amount of the just compensation.
 - (d) The owner will be provided a written statement of just compensation as specified in 49 C.F.R. 25.102. See 2-D-4.d.(6) of this Part.
 - (e) Where the tenant owned improvements or fixtures considered as realty are being acquired separately under federal law, the owner of the land must disclaim all interest in the improvements in favor of the tenant before a separate written offer is made to the tenant owner.
 - (f) The full amount of the approved just compensation is paid to the property owner or is made available to him by deposit in court, or otherwise made available, prior to taking physical possession of the property or requiring that the property be vacated by the property owner.

- 2-D-4. e. (4) (g) As soon as practicable after the date of payment of the purchase price, the owner is reimbursed for fair and reasonable expenses such as:
- 1 Recording fees, transfer taxes and similar expenses incidental to conveying such real property.
 - 2 Penalty costs for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering such real property.
 - 3 The pro rate portion of real property taxes paid by the owner which are allocable to a period subsequent to the date of vesting title in the United States or the effective date of possession of such real property by the government, whichever is earlier. These expenses may be set forth on the closing statement furnished to the property owner.
- (h) To the greatest extent practical, no person lawfully occupying real property will be required to move from a dwelling or to move his business or farm operation without at least 90 days written notice to vacate in accordance with relocation procedures prescribed by Title II, PL 91-646. For further information, refer to the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" and chapter 8.
- (i) If the acquisition of only part of a property would leave the owner with an uneconomic remnant, an offer will be made to acquire that remnant regardless of its present or potential estimated fair market value or that such parcel may have value to a potential purchaser.
- 1 An uneconomic remnant is a parcel of land remaining in fee ownership as a result of a partial acquisition of the property that has little or no use to the owner.
 - 2 The size or fair market value of such a parcel is not to be considered as the basic criteria for determination of "uneconomic." Rather, if such a parcel would have little or no use or value to the owner, the parcel is to be considered an "uneconomic remnant."

- 2-D-4. e. (4) (j) Site Inspection. The negotiator must make a physical inspection of the premises to ensure that the real property appraised is the exact property to be acquired, that improvements have not been removed or destroyed and nothing has occurred to enhance or decrease the value of the real property.
- (k) Owner's Expenses. The negotiator shall determine if there are any liens or other legal encumbrances against the property. It is the obligation of the owner to discharge these encumbrances and to pay the cost of any documentary revenue or other tax stamps required.
- (l) Restoration of Buildings and Improvements. The negotiator shall determine if any buildings or improvements are not required by the Coast Guard. Buildings and improvements, with the right to move them, may be reserved by the seller when the MLC or Headquarters unit has determined that they are not required by the Coast Guard. The consideration to the government for the reservation shall be included in the appraisal report.
- (m) Subsurface Rights. Subsurface rights are generally held by the owner of the surface rights and will be acquired with the surface rights. When the subsurface or mineral rights are held by a third party, the Commandant (G-FLP) will determine on a case-by-case basis whether such rights are to be acquired to protect the Coast Guard's interest in the surface rights. Negotiations will be based on this determination.
- 1 Acquisition of Subsurface Rights.
Where it is determined that subsurface rights in the owner or outstanding in third parties must be acquired or extinguished, arrangements shall be made during the negotiations. If the owners of the surface and subsurface rights are agreeable, provisions for acquisition of the separate rights of each can be made in a single document. If this method is used, the purchase price shall cover both rights, (i.e., the surface and subsurface rights).

- 2-D-4. e. (4) (m) 2 Surface and Subsurface Rights Acquired Separately. When the owners of surface and subsurface rights are unable to reach an agreement, both titles may be acquired separately. Prior to taking such action, disclose the facts and circumstances to the U.S. Attorney and obtain his recommendations.
- 3 Relinquishment of Rights to Explore and Develop. When mineral rights are not to be acquired, and excluding mineral rights will interfere with the purpose for which real property is being acquired, the owner must relinquish all rights to enter on the real property and to explore, develop or remove the minerals for the period that title to the surface real property is vested in the government. If excluding mineral rights can be exercised or the minerals can be removed by slant drilling without interference with the purpose for which the real property is acquired, then an agreement must be reached with the owner of such rights defining terms and conditions under which such rights may be exercised. If third parties hold mineral rights, a similar agreement may be reached with them at the time the option is negotiated.
- (5) Initiation of Negotiations. The initial offer to purchase the real property will be made as follows:
- (a) The owner will be personally served or sent by certified or registered first-class mail, return receipt requested, a notice that Coast Guard is interested in purchasing the property. The offer to purchase the property will be in writing and state the established just compensation which will not be less than the approved appraisal. The first offer should be made within 30 days of the establishment of just compensation. Any additional information may be provided to the owner at this time, such as the name and telephone of the person who may be contacted for answers to questions and a brochure explaining the program.
- (b) The written offer will be signed, dated and contain or be accompanied by, a written summary statement of the basis for the amount established as just compensation. The summary statement will include, but need not be limited to, those items as stated in paragraph (6) below.

- 2-D-4. e. (5) (c) Whenever the property to be acquired is changed, a revised written offer and summary statement will be provided to the property owner or to his legal representative.
- (d) When the fair market value is revised solely on the basis of new appraisal data and the property to be acquired is not changed, an additional summary statement is not required, but the revised offer must be confirmed in writing.
- (e) The owner shall be allowed a reasonable period of time to consider the offer and obtain professional advice or assistance. Normally, a 30-day period will suffice.
- (6) Summary Statement of Just Compensation. Each owner of real property to be acquired is provided a written statement that provides a summary of the basis used to establish the just compensation for such property, as required by 49 CFR 25.102. The statement is furnished to the owner at the initiation of negotiations, the first time price is discussed, and will include information listed in enclosure (6) of this chapter.
- (7) An offer shall be made to buy any remaining property, after partial acquisition that has little or no use or value to the owner as determined by the appraisal reviewer.
- (8) Determination of Acceptable Price. If the owner does not accept the just compensation offer after several contacts by the negotiator, the concerned command is authorized to make an administrative settlement of up to 10% above the just compensation as determined by Commandant (G-ECV) appraisal reviewer based on the approved appraisal report. This additional amount must be supported. In order for the Coast Guard to determine how much above just compensation it can pay to settle with the owners rather than go to condemnation, consider the condemnation costs. The Department of Justice's Land Acquisition Section maintains statistics which enable agencies to set the upper limit in negotiations based on the amount which would probably be awarded in condemnation. If the increased offer is also rejected by the owner, proceed with condemnation. The Department of Justice has advised that condemnation should be avoided for minor acquisition, i.e. property value of \$10,000 or less.

- 2-D-4. e. (9) Authority of the Negotiator. The negotiator must refrain from oral promises and understandings, and must include all terms and agreements in the proposed option.
- (a) The negotiator shall be authorized to obligate the Coast Guard to pay just compensation or up to an amount approved by Commandant (G-ECV). See paragraph (8) above. If agreement within this range cannot be reached, the negotiator must receive approval from the Commandant (G-ECV).
 - (b) Paying more than the upper price range limit determined in paragraph (8) above may subject those involved to prosecution for wasting government funds by paying more than a reasonable price.
- (10) Negotiation Procedures.
- (a) Contact with Property Owners. Make every effort to contact each property owner or his representative personally to explain the effect of the acquisition and offer the approved amount for the property to be acquired. Merely sending a letter to a property owner is generally not sufficient to be considered adequate negotiation.
 - (b) Non-resident Property Owners. Property owners who live outside MLC boundaries may be contacted personally or may initially be contacted by certified mail. Develop future negotiations in a reasonable manner acceptable to both parties. When a letter is used as the initial negotiation contact, it must embody, to the extent possible, the same information that would be presented in a personal contact.
- (11) Records of Negotiation. Prepare records of the negotiation on each parcel or tract and maintain in the acquisition file. Write the record in permanent form and complete within a reasonable time after each contact with the property owner. The information should include, but is not limited to, the date and place of contact, persons present, offers made (dollar amounts), counteroffers, agreements reached and other pertinent data. Record each contact independently. The negotiator should sign and date the report.

- 2-D-4. e. (12) Donation. Preparation of an appraisal and payment of just compensation is not required if the owner is willing to donate the property and is fully informed of his right to an appraisal and payment of fair market value. However, an appraisal may be made at the owner's request for tax purposes. The file must be fully documented with a written request from the owner.
- f. Option for the Purchase of Real Property. When signed by the Coast Guard and owner, the option does not bind the government to acquire the property unless it is exercised, within the term specified in the option. An option form is included as enclosure (5). Use the pamphlet "A Procedural Guide for the Acquisition of Real Property by Government Agencies" as a guide. The option form shall not be modified except as provided in the notes to enclosure (5) without prior Commandant (G-LGL) approval.
- (1) Amount to be Paid for Option. Normally a short-term option is acquired in consideration of the mutual agreements. In some instances, an option may specify that a certain amount be paid annually for the total period covered by the option. The maximum amount paid for an option shall not exceed 20% of just compensation for the real property for the total option period.
- (2) Option Money Applied to Purchase Price. All option money must be applied to the purchase price.
- (3) Term of Option. The length of time the option is to run shall be estimated on the basis of the current project status. It must be far enough in advance to allow sufficient time to perform engineering studies on the site, obtain funding and provide sufficient lead time to complete environmental assessment procedures, obtain advance OST approval, if required, and allow the Commandant to review and approve the AC&I Project Proposal Report.
- (4) MLC or Headquarters Unit Review and Approval.
- (a) Option - After approval of the proposed agreement by the MLC or Headquarters unit, the commander, maintenance and logistics command or commanding officer signs the option on behalf of the Coast Guard.

- 2-D-4. f. (4) (b) If the agreed purchase price exceeds just compensation by more than 10%, advance Commandant (G-E) approval is required before the command may sign the option.
- (5) Submit Option to Commandant (G-ECV). The command submits a signed option for review. This requirement is not necessary if the boiler plate option agreement has not been changed.
- (6) Upon receiving Commandant (G-CCS) approval of the AC&I PPR as outlined in the preceding paragraphs, Commandant (G-E) authorizes the command to exercise the option when funding is available.
- g. Condemnation. When negotiations reach an impasse and sufficient time has elapsed for the property owner to make a decision (normally several months), file a condemnation suit and complete the land acquisition as quickly as legal proceedings permit.
- (1) Disposition of Condemnation Cases. After condemnation suit is requested to be filed by the Department of Justice, the Department of Justice is responsible for subsequent negotiations, the selection of trial witnesses, and an agreed settlement and appeal determinations. The Department of Justice may select witnesses, settle, proceed to trial or make an appeal on the basis of their evaluation of each case as a lawsuit in eminent domain. However, there should be consultation, exchange of views and concurrence between the Department of Justice and the Commandant (G-LGL) and Commandant (G-ECV) final authority over acquisition matters, prior to the settlement of any case.
- (2) Condemnation Settlements. Where a settlement is substantially in excess of the established just compensation, the file is to contain a signed statement by the U. S. Attorney who handled the case describing the reasons for the settlement amount with supporting data.
- (3) Litigation Expenses. If any one of the three following conditions exist, the owner will be reimbursed for reasonable costs, disbursements and expenses, including reasonable attorney fees, appraisal and engineering fees for necessary services that were actually incurred:

- 2-D-4. g. (3) (a) If a condemnation action is filed but the court decides that the agency does not have the authority to acquire the property by condemnation.
- (b) If a condemnation action is started and the agency abandons it.
- (c) If the owner successfully maintains, by judgment or by settlement, an inverse condemnation suit or similar proceeding. An inverse condemnation is a legal action by an owner of real estate against the agency on the grounds the agency has taken compensable property rights without payment of just compensation.
- (4) There is no obligation to reimburse the property owner for legal, appraisal or other expenses when condemnation results in favor of the government.

5. Real Property Acquisition. Phase III.

- a. Preliminary Opinion of Title Required. Obtain a preliminary opinion of title for every acquisition of a permanent interest in real property by the Coast Guard except for transfer from other government agencies or withdrawal of Public Domain land. A preliminary opinion of title is required for real property acquisitions including easements, donations and exchanges, as well as by direct purchase. Obtain this preliminary opinion of title prior to:
- (1) Initiation of closing action.
- (2) Payment of the purchase price.
- (3) Recordation of the deed.
- b. Preliminary Opinion of Title.
- (1) Submission of a Preliminary Title Assembly. Upon entering an option to purchase real property, forward a Preliminary Title Assembly to Commandant (G-ECV). Copies of all exceptions to the title must be included. After review for completeness, the Preliminary Title Assembly will be referred to Commandant (G-L) for rendering of a POOT or for a determination whether the Preliminary Title Assembly should be referred to the Department of Justice for the rendering of the POOT. All acquisitions involving

2-D-5. b. (1) (cont'd) reverter clauses must be done by the Department of Justice. Regulations of the Attorney General issued in accordance with the provisions of PL 91-393, approved 1 September 1970, 84 Stat. 835, provide that when permanent type improvements or improvements of substantial value are to be erected on lands, a defeasible title (or reverter provision) to such lands is not acceptable and must not be approved, unless the estate is clearly authorized by Congress, Title 14 U.S.C. Section 92(f), and the applicable Congressional authorization and appropriation acts authorize such an estate. When it is desired to accept the title to lands, subject to any rights of reversion, the opinion of the Attorney General must be requested and full supporting facts containing a reference to any authorizing authority must be submitted. In cases where immediate closing action is indicated, the Coast Guard will normally perform the closing. When submitting the Preliminary Title Assembly, advise whether closing by the Coast Guard or Department of Justice is desired. Unless advised to the contrary, the Coast Guard will conduct the closing. The Preliminary Title Assembly, original and two copies, shall normally contain the following items, in the following order:

- (a) Signed agreement for purchase of real property or exercised option for purchase of real property.
- (b) Title evidence shall be in form of United States Insurance Policy Form 1963 for policy of title insurance, a certificate of title or an abstract of title. When an abstract is furnished as evidence of title, the caption shall contain the exact description of the land to be conveyed or in which an interest is to be acquired. If the caption to the abstract includes other land, the title assembly shall include the original and one copy of the description of the land to be conveyed or in which an interest is being acquired, with a certification that the land so described is located within the boundaries of the land described in the caption of the abstract.
- (c) Certificate of Non-Interference, (executed only for final title assembly) i.e., existing easements or other obstructions will not interfere with the purposes for which the real property is being acquired (original and two copies or in place of three copies). Enclosure (23) is a sample document.

- 2-D-5. b. (1) (d) Certificate of Inspection and Possession (unexecuted). See Procedural Guide for Acquisition of Real Property by Governmental Agencies. Enclosure (21) is a sample document.
- (e) Map or Plot of the Parcel. Refer to the map or plot plan in the deed description by specific reference to a recorded drawing number, title and date. Mark the appropriate parcel clearly.
- (f) Proposed Deed of Conveyance. Describe the land being acquired in terms of metes and bounds, with reference to a fixed and recorded monument or control point. In the case of officially platted lands, a description in terms of lot and block number is adequate, provided that the lot and block description is that which has been officially recorded and can be found in a current certified copy of an official plat and submitted under paragraph (g) original and two copies or, in place of three copies as part of the preliminary opinion of title assembly. All easements and other abstracts shall be described in terms of metes and bounds. See "Standards" pages 13 & 14.
- (g) Corporate Documentation. Unnecessary if title insurance procured. See "Standards," page 11; Department of Justice Regulations, page 3.
- 1 Sale by Private Corporation.
- a Resolution authorizing sale.
- b Proof of validity of corporate existence.
- c Proof of Corporation's power to hold and convey land.
- d Certificate of good corporate standing with State (unnecessary in certain states).
- 2 Sale by Public Corporation (municipal government) or if public corporation was a grantor at any time in the chain of title. Resolution authorizing sale and sufficient portion of charter, resolutions or other source of authority of each such corporation to convey land.
- 3 Evidence of compliance with all statutory requirements necessary to transfer valid title.
- (h) Miscellaneous documents, (i.e., affidavits, disclaimers, certified copies of pertinent portions of articles of incorporation, resolutions

- 2-D-5. b. (1) (h) (cont'd) authorizing sale, etc). Original and two copies or, in place of, three copies.
- (i) MLC or Headquarters unit civil engineer's certification as described in paragraph 1-B-3. of chapter 1 of this manual instruction.
- (j) MLC or Headquarters unit legal officer's certification as described in paragraph 1-B-2. of chapter 1 of this manual instruction.
- (2) Assembly Instructions. Assemble the preliminary opinion of title in the order listed above, placed in three separate binders, labeled, indexed and fastened. Place originals in one binder, copies in the other two binders. State the project name, vendor, acreage, city, county and state on the cover of each binder.
- (3) Preliminary Opinion of Title Rendered. Commandant (G-L) must request the Department of Justice to issue POOT if proposed deed contains a reversionary clause or the purchase price is over \$100,000 and the title evidence is in some form other than a certificate of title, a title insurance policy or an owners duplicate torrens certificate of title. After a preliminary opinion of title has been rendered by Commandant (G-LGL), the assembly will be returned to the MLC or Headquarters unit to satisfy all requirements or objections. Once the objections and opinions outlined in the POOT have been satisfied and the preliminary opinion to title has been rendered, proceed with closing.
- c. Closing of the Real Property Acquisition.
- (1) General. The closing may be conducted by the MLC or Headquarters unit, by the escrow agent, or the Commandant may request the Department of Justice to perform the closing. In all cases, closing must be conducted in accordance with "A Procedural Guide for the Acquisition of Real Property by Government Agencies" (Department of Justice).
- (2) Closing by the Coast Guard.
- (a) Designation of Closing Attorney. The MLC or Headquarters unit will designate a legal officer, or representative of the Title Company, hereafter referred to as the closing attorney, to perform the closing of the acquisition. The closing attorney may request assistance from the U.S. Attorney.

2-D-5. c. (2) (b) Preparations for Closing.

- 1 References for Closing. Before closing, the closing attorney shall become familiar with the Department of Justice pamphlets "Standards for the Preparation of Title Evidence in Land Acquisition by the United States," "A Procedural Guide for the Acquisition of Real Property by Government Agencies" and "Title III Uniform Relocation Assistance and Real Property Acquisition Act of 1970," P.L. 91-646.
- 2 Review. The closing attorney shall review the entire file relating to the acquisition and the terms and conditions of the transactions. He shall ascertain whether there are any conditions to be performed or requirements to be met on the part of the vendor or the Coast Guard and what objections to the title are to be eliminated in accordance with the preliminary opinion before valid title may vest in the United States.
- 3 Curative Action. Guided by the objections and requirements contained in the preliminary opinion of title, the closing attorney shall determine the outstanding interests in liens and claims against the property, which are to be satisfied out of the purchase price, what curative action must be taken and what curative data must be obtained to cure all specified defects in the title. If the title evidence consists of a title certificate, report or interim binder, then approval of the title company will be obtained as to all curative material so that the final title certificate will contain only those defects which have been expressly waived. If any question arises as to the sufficiency of the curative material obtained, it shall be submitted to Commandant (G-L) or referred to the local U.S. Attorney for determination. This also applies to any question of law which cannot be resolved at closing. Submission of a legal question shall be accompanied by a complete statement of the facts and references to the applicable statutes and pertinent decisions, if any.
- 4 Notification of Interested Parties. All interested parties shall be notified in writing of the date and place the transaction will be closed.

2-D-5. c. (2) (b) 5

Intermediate Examination of Title Records. Prior to the closing, the abstractor or title company shall be required to satisfy the closing attorney that a continuation of the title records subsequent to the present certification is valid, disclosing that no adverse changes have occurred. If any changes have occurred, the closing attorney shall be furnished with sufficient data to enable him to clear the record of such adverse changes.

6

Inspection of Property Immediately Prior to Closing. Immediately prior to closing of the acquisition, the premises being acquired shall be inspected either by the closing attorney or his assistant. The purpose of this inspection is to eliminate the rights or claims of persons in possession, and any unrecorded mechanic's liens for work or labor performed or material furnished within the statutory period. The result of the inspection shall be evidenced by the execution of the Certificate of Inspection and Possession (Enclosure (21) is sample document), included among data furnished by the closing attorney. The Certificate of Inspection and Possession must be dated as of the date of closing unless the government took possession of the property at an earlier date, in which event, the certificate may be dated as of the date of taking possession, provided the certificate contains a statement of the fact. If any person is found in possession, his rights in the property shall be determined and a duly executed disclaimer shall be obtained. If the inspection discloses buildings or improvements reserved by and to be removed by the vendor subsequent to closing, then a proper commitment or clearance bond, if circumstances so require, shall be obtained to assure such removal. If the inspection of the property discloses that any of the buildings, improvements, etc., to be acquired by the government pursuant to the provisions of the agreement have been removed by parties other than the government, the purchase shall be closed. The value of such buildings and improvements will be determined and an amended sales agreement must be obtained. The amended agreement shall contain suitable explanatory provisions and provide for the payment of a consideration for the property equal to the

2-D-5. c. (2) (b) 6 (cont'd) consideration originally agreed to, less deductions for the value of items removed. The amended agreement shall be submitted to Commandant (G-ECV) for review prior to execution.

7 Release of Mortgages, Deeds of Trust and Judgments. Prior to or at the time of closing a purchase, all mortgages, deeds of trust, judgments, mechanic's liens and similar encumbrances will be satisfied and released or discharged of record. Fees for recording releases, discharges, satisfactions and other curative material must be paid by the vendor.

8 Payment of Taxes and Assessments. All taxes and assessments, which under local law, are a lien on the property as of the date of the recordation of the deed to the United States must be paid by the vendor at or before the closing; tax receipts must be obtained. If the closing takes place after taxes or other assessments become a lien before they are payable, adequate provision must be made to ensure payment. Proof must be submitted in the final title assembly that all taxes and assessment of record have been satisfied as of the closing day.

(c) Closing and Execution of Deed to the United States. When all objections to the title and all requirements noted in the preliminary opinion of title have been eliminated or met, and any subsequently discovered adverse claim has been disposed of, the deed of conveyance to the United States should be prepared, executed, sealed and attested, where locally required, and acknowledged by the grantor and his spouse as required by local law.

(d) Documentary and Other Tax Stamps. Prior to the recordation of the deed to the United States, there should be affixed all necessary documentation, revenue or other tax stamps required in the state in which the property is located, the cost of which is to be paid by the vendor.

(e) Delivery of Treasurer's Check to the Vendor. The Treasurer's check for the purchase price or balance shall be paid to the vendor after:

- 2-D-5. c. (2) (e) 1 All objections to the title and requirements contained in the preliminary opinion of title have been eliminated and met, all instruments releasing all liens or encumbrances on the property and the executed deed to the United States, in recordable form, have been delivered to the closing attorney to be filed for recordation.
- 2 The closing attorney has been advised by the abstractor or the title company that the records will be continued to a date after recordation of the deed to the United States. the record will also show title to the property vested in the United States of America, subject only to the objections determined by the closing attorney as being acceptable to the government. In the event the title evidence is to be a title certificate or a title insurance policy, such certificate or policy, together with an extra copy, will be in the form approved by the Department of Justice.
- (f) Fee for Recording Deed to the United States. Where the fee for recording the deed to the United States is to be paid by the Coast Guard, payment will be made by the closing attorney.
- (g) Delay in or Inability to Close Purchase. If at any time in the course of closing a real property acquisition, it becomes apparent that such action will involve substantial delay or cannot be accomplished, report the facts to Commandant (G ECV).
- (h) Notification of Taxing Authority. After closing, a letter should be sent to the taxing authority giving notification that the U.S. Government has acquired the property and no further taxes should be levied.
- (3) Closing by the Department of Justice. After all objections in the preliminary opinion of title have been satisfied or waived by the MLC or Headquarters unit as not interfering with the contemplated use of

2-D-5. c. (3) (cont'd) the property, the preliminary opinion of title assembly will be transmitted to the Commandant for furnishing to the Department of Justice. In the letter of transmittal, Commandant (G-LGL) will advise the Department of Justice which MLC or Headquarters unit will assign a representative to assist the closing attorney. The Coast Guard representative will render payment for the purchase price, defray all recordation costs, if any, and take possession of the property on behalf of the Coast Guard. Commandant (G-ECV) will be kept informed of any delays in the anticipated schedule of closing.

d. Final Title Assembly.

- (1) Closing by the Coast Guard. Upon receipt of the recorded deed of conveyance to the United States and final continuation of the abstract and certification, a final certification of title, or a policy of title insurance, the documents will be reviewed by the closing attorney. If found to be satisfactory in all respects, the completed title assembly, original and two copies, consisting of the following, will be forwarded to Commandant (G-ECV):
 - (a) Executed agreement for purchase of real property or executed option with the executed copy of notice of acceptance of option.
 - (b) Final title evidence (policy of title insurance, certificate of title or abstract of title).
 - (c) Certificate of non-interference (i.e., that existing easements or other encumbrances will not interfere with the purposes for which the real property is being acquired (signed). Enclosure (23) is a sample document.
 - (d) Certificate of inspection and possession extended to date of closing (signed). Enclosure (21) is a sample document.
 - (e) Deed of conveyance (signed and recorded).
 - (f) Map or plat of the parcel.
 - (g) Corporate documentation, if appropriate.

- 2-D-5. d. (1) (h) Closing statement. Enclosure (22) is a sample document.
- (i) Receipt for United States Treasurer's check.
- (j) Miscellaneous documents (i.e., affidavits, disclaimers, certified copies or pertinent portions of articles of incorporation, resolutions authorizing sale, etc).
- (k) MLC or Headquarters unit civil engineers certification as to accuracy of all property descriptions.
- (2) Assembly Instructions. Assemble the final title assembly in the order listed above, placed in three separate binders, tabbed and fastened. Place originals in one binder, copies in the other two binders, place an appropriate cover showing the project, vendor, acreage, city, county and state on each binder.
- (3) Final Opinion of Title. Commandant (G-ECV) will review the final assembly for completeness and forward to Commandant (G-LGL). Commandant (G-LGL) will either render the final opinion of title, or will submit the final title assembly to the Department of Justice for rendering of final opinion of title, as appropriate.
- (4) Disposition of Records. The final title opinion and the related documents pertaining to the acquisition of title to the land will be retained by Commandant (G-ECV). A copy of the final opinion of title and one set of the final title assembly document will be forwarded to the MLC or Headquarters unit.
- (5) Final Title Assembly Procedures When Closing by the Department of Justice. When the closing procedure is performed by the U.S. Attorney, the final title assembly will be compiled and sent to the Assistant Attorney General, Land and Natural Resources Division, Department of Justice, by the local U.S. Attorney's office for a final opinion of title.

2-E. Acquisition of Real Property by Transfer from DOD.

1. Introduction. Excess property or property actively used by a military department (including Coast Guard) may be transferred to the using department without reimbursement.
2. Occasions for Request.
 - a. The Coast Guard Requests Transfer of Real Property DOD is Currently Using.
 - (1) The MLC or Headquarters unit preparing a Planning Proposal identifies DOD real property that would satisfy his requirement. The command should establish contact with the local DOD base commander concerning Coast Guard use of the property and verify its availability and inform the DOD command of Coast Guard interest.
 - (2) Document the need for permanent use of the property. See section 2-B of this chapter. This determines the type of request that will be forwarded to DOD. All transfers shall be approved by the Commandant and submission of the transfer request to DOD shall be made by commandant (G-ECV). See chapter 3 for use of property by use agreement, permit, license, etc.
 - (3) The concerned command submits a Planning Proposal to Commandant (G-CPE). Indicate if interim use of the property by permit is desired pending final transfer. Documents necessary to obtain OST approval, if required, shall be submitted to Commandant (G-CPA) so as to be available when the Planning Proposal is approved.
 - (4) After the Planning Proposal has been approved by Commandant (G-CCS), advance OST approval is required. Submit to OST information required by enclosures (2), (3) or (4) when advance approval is required.
 - (a) Commandant (G-ECV) will secure required clearance and then submit request for transfer to DOD; or
 - (b) Where advance OST approval is not required, Commandant (G-ECV) will submit request for transfer to DOD.
 - (5) Commandant (G-ECV) will notify the concerned command after completing the transfer and will also attempt to obtain interim use of the property by permit if indicated in the Site Evaluation Report or Planning Proposal.

2-E-2. b. The Coast Guard Desires Transfer of Real Property DOD Has Declared Excess or Has Stated it Intends to Declare as Excess.

- (1) Establish Local Contacts. The Department of Defense is required to conduct annual utilization surveys of real property holdings as are all other federal agencies and to report any excess property to GSA. Therefore, each DOD facility will have the results of a relatively recent review of its real property holdings. Due to the time lag between completion of the utilization survey and determination of excess by the military department, property may be available that has not been officially advertised through the screening process. MLCs, Headquarters units and district commanders should contact local DOD commands and arrange for screening notices of DOD properties in the local area to be furnished locally.

- (2) Screening of Excess DOD Real Property. The processing of real property found to be excess to one of the military departments includes screening the real property with the other DOD military departments and the Coast Guard. This is done before declaring as excess to GSA for utilization screening by all other federal agencies. This allows the other military departments or the Coast Guard to request transfer of the real property. See Title 10 U.S.C. Section 2571(a) and (d). Screening notices distributed to Commandant (G-ECV) are forwarded to the concerned MLC, Headquarters unit, district commanders and program managers. In some cases, the MLC, Headquarters unit or district commander may receive a screening notice direct. There is a definite number of days (varies from property to property) in which a request for the property must be made or the screening office will assume no interest and proceed with processing. The disposal process in DOD is geared to formal review by the Senate and House of Representatives Committees on the Armed Services. This requires advance scheduling of real property actions to be considered, thus any request for extension of the screening period cannot be easily granted. Additionally, any extension would cause a delay in the final disposal and cause expenditure of funds beyond those planned for the interim caretaking of the property. In only the most extenuating circumstances will Commandant (G-ECV) request a military department to extend the screening period. Therefore, prompt review of DOD screening notices is required, since processing of the notices by the Commandant will have consumed several days of the screening period and OST approval for the acquisition, if required, must be obtained prior to forwarding the request to DOD.

- 2-E-2. b. (3) Notify Commandant (G-ECV) of Need. The MLC, Headquarters unit or program/support manager having a requirement that can be satisfied by the transfer of real property from DOD, shall advise Commandant (G-ECV). If this is in response to screening notices, the notification should be in the form of a message (if from MLC, district or Headquarters unit) or a memorandum (if from a Headquarters program or support manager). This initial notification, if approved by the program manager and Commandant (G-CPA), will be sufficient for Commandant (G-ECV) to place a temporary hold on the property or put the Coast Guard in a high position on the waiting list for the property.
- (4) Justification. After initial notification, a Planning Proposal with supporting documentation is needed for the transfer request if a Planning Proposal has not previously been approved. Family housing transfers may involve the assumption or renegotiation of outstanding mortgages. For this reason, justifications should include cost analysis studies showing such factors as the amount of outstanding or renegotiation cost of mortgage, cost of renovation, cost of maintenance and operation and basic allowances for quarters (BAQ) recoupment in arriving at the decision that it is economically feasible to acquire and use the property. Certify acreage and accuracy of all property descriptions. Documents submitted shall include data on intergovernmental consultation required by COMDTINST 5740.7 (series), notification procedure compliance and environmental assessment data (historical and archaeological significance, endangered species, etc.). The MLC, Headquarters unit or district commander should also advise the local DOD command of the Coast Guard's interest and request that they pass the information up the DOD chain of command. This will assist in earlier action, especially if the real property requested has been the result of a screening notice at the local level.
- (5) OST Approval. If the acquisition will require advance OST approval, the command should assume the acquisition will be approved and submit the appropriate documents to Commandant (G ECV) so that OST approval may be obtained as quickly as possible.
- (6) Preparation and Submission of Transfer Request. After approval of the proposed action by the Commandant and the Department of Transportation, Commandant (G E) will prepare the request for transfer to the Office of the Secretary of Defense or the appropriate military department. Commandant (G-ECV) maintains liaison with

2-E-2. b. (6) (cont'd) the various DOD and military department staffs to monitor the progress of all requests. After approval of the request in DOD, and if the property is valued over \$50,000, the action is reviewed in hearings held by the Senate and the House of Representatives Committees on the Armed Services. This permits all interested parties an opportunity to comment on the proposed transfer. If the transfer is approved by the committees, the holding department will execute the transfer to the Coast Guard. If the request is not approved, the holding department will advise the Coast Guard. Commandant (G-ECV) will advise all parties concerned.

(7) Authority to Transfer and Accept Property Transfers with DOD Agencies. Authority to request and accept transfer of real property pursuant to the provisions of Title 10 U.S.C. Section 2571(a) and (d) is vested in the Commandant. This authority has not been delegated to the MLC or Headquarters unit level. For this reason, all DD Form 1354 "Transfer and Acceptance of Military Real Property" sent to MLCs and Headquarters units by a transferring DOD agency should be forwarded to Commandant (G-ECV) for acceptance.

F. Real Property Transfers from Other Federal Agencies. The authority for transfers of real property and interests between the Coast Guard and civilian agencies is contained in Title 40 U.S.C. Section 483. These transfers may be accomplished only by GSA or under its specific authorization. This is not applicable to other agencies within the Department of Transportation. Since title is vested in the United States and control and jurisdiction are vested in the Secretary, transfers between agencies within the Department may be accomplished by the Commandant, after Commandant and OST approval. See FPMR 101-47.203-1.

1. Excess Property Notices. Upon receipt of an excess real property screening notice direct from the GSA regional office, MLCs, Headquarters units and district commanders shall determine if a need exists for the reported property. If a need exists, the appropriate GSA regional office shall be advised of Coast Guard interest and requested to delay any disposal action pending review and approval by the Commandant. Commandant (G-ECV) shall be advised of the action taken. Commandant (G-ECV) will formally request that a hold be placed on the property only after program manager and Commandant (G-CPA) approval. A Planning Proposal, if not previously submitted shall be submitted with complete justification for the transfer request. It shall be followed by data for advance OST approval for the acquisition if the property meets any of the requirements.

- 2-F-1. (cont'd) of the DOT Orders. When a screening notice is processed in Headquarters, Commandant (G ECV) will refer the notice to the appropriate MLC or Headquarters unit if a possible need is foreseen.
2. Property not Reported Excess. Local contacts may reveal real property that is available, but not yet reported to GSA. For these properties, prepare a draft copy of GSA Form 1334 and submit to Commandant (G ECV) along with OST documentation (if required) as in the case of properties that have been reported excess and screened by GSA. Concurrently, with submission of the GSA Form 1334, submit to Commandant (G CPE) a Planning Proposal that justifies acquisition of the property. Notify the holding agency and GSA regional office of the Coast Guard's interest.
 3. Request to GSA. Real property transfer is requested by Commandant (G C) by submission of a Request for Transfer of Excess Real Property and Related Personal Property (GSA Form 1334) to the appropriate GSA regional office. If the Coast Guard has not budgeted money for the project, a statement of non availability of funds must be submitted by the Commandant along with the GSA Form 1334. See enclosures (15) and (16) for examples of GSA Form 1334 and a statement of nonavailability of funds. If the Planning Proposal and the request from the MLC, Headquarters unit or district commander is approved, Commandant (G ECV) will use the draft copy of GSA Form 1334 previously furnished by the MLC, Headquarters unit or district commander to prepare the final form and formally submit the request for transfer to the GSA regional office.
 4. Reimbursement to Transferring Agency. Any reimbursement to the transferring agency will be determined by GSA in conjunction with OMB. The Coast Guard will be required to pay the fair market value of the requested property.
- G. Public Domain Land. Congress passed the Federal Land Policy and Management Act of 1976 (43 U.S.C. Section 1701) concerning the use of Public Domain land. Under this law, the Bureau of Land Management (BLM) may allow use of Public Domain land by three means: a withdrawal, a right-of-way or a cooperative agreement. New withdrawals are being discouraged and will only be granted if a right-of-way or cooperative agreement is shown to be inappropriate. Documentation for any property requirements must be submitted to Commandant (G CPE). See sections 2-A and 2-B of this manual instruction.

- 2-G-1. Withdrawals. Submit documentation required by 43 CFR 2300 to Commandant (G-ECV) along with OST approval documentation, if required. Commandant (G-ECV) will forward the request to BLM after the necessary planning documents have been submitted to Commandant (G-CPE) and approved.
2. Rights-of-Way. Submit documentation required by 43 CFR 2800 to Commandant (G-ECV) along with OST approval documentation, if required. Commandant (G-ECV) will forward the request to BLM after the necessary planning documents have been submitted to Commandant (G-CPE) and approved.
3. Cooperative Agreement. Indefinite use - see chapter 3.
- H. Exchange of Interests in Real Property. The Coast Guard will exchange land or interests in land in part or full payment for such other land or interests in land as may satisfy current or programmed requirements.
1. With Department of Defense. The exchange of real property between the branches of the armed services under Title 10 U.S.C. Section 2571(a), (d), and Public Law 99-167, Section 810, will be treated the same as a transfer from DOD.
2. With Federal Agencies (Non-DOD), States, Cities or Private Parties.
- a. The acquisition of real property through exchange will be processed the same as an acquisition by purchase but will follow slightly amended procedures. The requirement must be (1) for a program that has been authorized by Congress and for which authorization and appropriations have been made, (2) there is OMB approval, and (3) only the minimum amount needed to satisfy the requirement will be acquired.
- b. The same standard for clear title to the property, appraisals, opinions of title and closing procedures are required.
- c. The Coast Guard can accomplish the exchange without assistance or can request GSA to accomplish the exchange. GSA will conduct exchanges only: (1) for property management considerations, (i.e., boundary realignment), (2) for provisions of access, (3) when specifically authorized by law, (4) when the transaction offers substantial economical or unique program advantages not otherwise obtainable by other methods of acquisition and (5) after the Coast Guard has received approval from OMB and clearance from the Congressional Oversight Committee to acquire by exchange.
- d. Authority. Title 14 U.S.C. Section 92(g).

2-H-2. e. Policy. If the value of the Coast Guard property is less than the fair market value of the property to be acquired, the difference may be paid with funds authorized for the acquisition. However, it is Coast Guard policy that land exchanges involve only parcels of equal value. Although the Coast Guard is giving up land, the action is not considered a disposal of property, rather, the exchange is actually part of an acquisition. The Coast Guard may effect acquisitions (including exchanges) without GSA involvement, but disposals of real property are subject to Federal Property Management Regulations. The Coast Guard may accept greater value property than it is giving up but justification as to why the other party is willing to do this must be provided. The Coast Guard may not accept property of lesser value than its own.

f. Procedures.

- (1) Document need for new property by submitting a Planning Proposal to Commandant (G-CPE) in accordance with the procedures in section 2-A and 2-B of this chapter with the concept of an exchange.
- (2) Identify property desired for exchange.
 - (a) Property to be given up.
 - (b) Property to be acquired.
- (3) Obtain appraisals.
 - (a) Property to be given up.
 - (b) Property to be acquired.
- (4) Follow appraisal requirements of paragraph 2-D-4. of this manual instruction including giving written notice to the owner of the right to accompany the appraiser during the inspection of the property.
- (5) Have appraisals reviewed. Appraisal review requirements of the purchase section apply.
- (6) Commandant (G-ECV) will approve appraisals in accordance with purchase section.
- (7) Establish just compensation in accordance with purchase section for:
 - (a) Property to be given up.

- 2-H-2. f. (7) (b) Property to be acquired.

The setting of just compensation ensures that the government's interest is protected and that the Coast Guard is not exchanging for property of less than equal value. Just compensation and its basis therefore for all parcels to be exchanged shall be provided to the owner.

- (8) Approach Owner.
- (a) Negotiator makes personal contact with the owner(s) and explains to the owner(s) the limits of his authority, which is to negotiate an equal value exchange.
 - (b) Negotiate an agreement to make a land exchange (unexecuted by both parties).
- (9) Submit exchange (purchase) assembly for Commandant approval. An exchange assembly will consist of:
- (a) Exchange agreement (unexecuted). Sample agreement provided as enclosure (17).
 - (b) Coast Guard approved appraisals and Review Appraisers report if MLC or Headquarters unit is responsible for appraisal review.
 - (c) Just compensation figure and a summary of the basis used in its determination.
- (10) Commandant (G-ECV) will coordinate approval or disapproval of the exchange assembly. OST clearance will be obtained at this time.
- (11) Commandant (G-ECV) will authorize the command to execute the exchange agreement.
- (12) Command will submit preliminary opinion of title assembly to Commandant (G-ECV). The following documents must be submitted (original and two copies tabbed and indexed in separate binders):
- (a) Signed exchange agreement.
 - (b) Title evidence.
 - (c) Certificate of Non-Interference (executed only for final title assembly).

- 2-H-2. f. (12) (d) Certificate of Inspection and Possession (executed only for final title assembly).
- (e) Map or plat of the parcel.
- (f) Proposed quitclaim deed to convey United States property to vendor. Commandant may delegate the authority to execute the deed. Sample deed provided in enclosure (18).
- (g) Proposed deed of conveyance for land being acquired.
- (h) Corporate documentation. See "Standards" page 11; Department of Justice Regulations, page 3.
- (i) Miscellaneous documents (i.e., affidavits, disclaimers, etc.).
- (j) MLC or Headquarters unit civil engineer's certification as to accuracy of property descriptions, rights of way, easements, etc.
- (k) MLC or Headquarters unit legal officer's certification as to the legal sufficiency of the preliminary title assembly.
- (13) Preliminary opinion of title rendered by Commandant (G LGL).
- (14) Commandant (G ECV) will authorize closing of the real property acquisition once the objections in the preliminary opinion of title assembly have been corrected.
- (15) Command will submit final title assembly.
- (16) Final opinion of title rendered by Commandant (G LGL).
- (17) Submit a Proceedings of a Board of Survey (CG 2582) and the Annual Report of Real property Owned by or Leased to the U.S. (GSA Form 1166) to document the acquisition and disposal of the land and improvements involved in the exchange project. The Board of Survey will be used as a tracking document for removing the property from Coast Guard accounts.

2-I. Donation and Real Property Gifts to the Coast Guard. It is not Coast Guard policy to actively solicit gifts of real property. However, the Coast Guard will accept gifts of real property when the property will clearly satisfy operational requirements. Only the Commandant has authority to accept gift offers of real property or interest therein for Coast Guard use. Gifts of real property or interest therein may not be accepted unless the property is to be used for an approved program or project and funds have been appropriated by Congress.

1. General Considerations. In accepting real property gifts, the Coast Guard will follow the same procedures as when purchasing real property. Title insurance will be required to protect against future claims, all taxes must be paid to date by the donor, provision must be made for maintenance costs, utilization surveys will be conducted each year, and no more than the essential amount of property to satisfy the requirement will be accepted. Preliminary and final title assemblies must be submitted for approval. Only one appraisal will be required for donated properties or properties to be acquired at nominal considerations.
2. MLC and Headquarters Unit Actions. When a gift of real property is offered, a preliminary informal review of the proposed gift will be conducted. Determine if the Coast Guard should proceed with a formal consideration of the gift prior to expending resources and appearing to make any sort of acceptance, conditional or otherwise. Submit to Commandant (G-CPE) the Planning Proposal along with findings and recommendations concerning the acceptance or rejection of the offer to donate and proposed program use if acceptance is recommended. Concurrently advise the donor that the offer has been referred to the Commandant for consideration.
3. Title Evidence. When a donation of land is accepted by the Coast Guard, the donor shall be requested to deliver any and all abstracts, certificates of title, or other evidence of title available to the owner or in his possession. The same title evidence is required for fee or easement donations as for fee purchases covered in paragraph 2-D-5. of this manual instruction.
4. Title Assemblies. Title assemblies for donations must be prepared and approved in the same manner as fee purchases. The data that must be furnished is set forth in paragraphs 2-D-3. of this manual instruction.

2-J. Condemnation.

1. Authority. The basic authority to acquire real property by condemnation is 40 U.S.C. Section 257. The method by which the Coast Guard normally seeks condemnation is a Declaration of Taking, which is authorized under 40 U.S.C. Section 258a. Section 258a provides that upon the filing of a Declaration of Taking and the deposit into the court of the amount of the estimated just compensation for the real property, title to such real property, or the interests in real property, shall vest in the United States of America. The Section also provides that the court shall have the power to fix the time within which, and the terms upon which, the parties in possession shall be required to surrender possession to the government.
2. When Condemnation is Necessary. Although it is Coast Guard policy to acquire real property or interests in real property by direct purchase whenever possible, circumstances may require acquisition through condemnation. Occasions for condemnation are:
 - a. Where an examination of the title evidence discloses title defects that are too numerous or complex for curative action or title defects that can only be cured through court proceedings.
 - b. Where there is inability to reach a mutually satisfactory agreement for the purchase of the property or inability to locate the proper parties for negotiations.
 - c. Where the parties refuse to execute an agreement for the purchase or an option for purchase or to comply with the terms and conditions of an executed agreement or option. In the latter case, an action for specific performance could be instituted and the Commandant will determine which action to take.
 - d. Where the owners request that title to their property or interest in property be acquired through condemnation proceedings, or where owners, such as judiciaries, states, cities, counties or other public bodies are without legal authority to sell or otherwise dispose of real property or interests in real property.
 - e. Where, because of statutory prohibitions, real property or interests in real property owned by a member or delegate to Congress may not be acquired by contract. See 18 U.S.C. Sections 431, 432.

2-J-3. Determination. If a determination is made that a requirement for real property cannot be satisfied except through condemnation, advise the Commandant. Full justification, and related materials, for condemnation shall be submitted to Commandant (G-ECV), to support a request to the Attorney General to initiate proceedings, with a proposed Declaration of Taking, if appropriate. For the requirements for a condemnation assembly and sample declaration of taking, see enclosure (19). See the Department of Justice pamphlet, "A Procedural Guide for the Acquisition of Real Property by Governmental Agencies," pages 23-27. The Department of Justice has advised that condemnation should be avoided for minor acquisitions, (i.e. property value of \$10,000 or less).

a. Condemnation Assembly. Submit the following to Commandant (G-ECV) when condemnation is proposed:

- (1) Letter of Transmittal. The letter transmitting the condemnation assembly shall contain:
 - (a) A statement of the purpose for which the real property, or interests in real property, are being acquired.
 - (b) Justification for the acquisition of the real property, or interests in real property, through condemnation. See paragraph 2-J-2. of this manual instruction.
 - (c) A statement of the outstanding interests in third parties, if any, that will be acquired, such as mineral rights or easements.
 - (d) A statement of any outstanding interests or any rights reserved in the option or agreement for sale, which will not interfere with the purpose for which the real property or real property interest is being acquired.
 - (e) A statement as to the requirements for possession, specifying the date or dates possession of each parcel or tract is needed and the reasons for the date or dates specified.
 - (f) A statement as to the judicial district and division in which the land is located.
 - (g) Any information about unusual aspects of the acquisition, including comments on title.
 - (h) All information pertinent to the requirements for the request for condemnation.

2-J-3. a. (2) Assembly. Attach the following condemnation assembly to the letter of transmittal, in three separate binders, tabbed and fastened originals in one binder and copies in the other two:

(a) If a Declaration of Taking is desired, the assembly shall include an original and three copies of a declaration. See enclosure (19) for a sample Declaration of Taking document.

(b) If the value of the land to be acquired is estimated at \$4,000 or less, a statement as to the need for condemnation.

(c) All condemnation requests must be accompanied by:

1 Negotiator(s) reports showing time and place of negotiations, lowest offer made by landowners and highest counter offer made to landowners.

2 All appraisal reports, whether or not they have been approved, together with all analyses and review reports. One approved appraisal report is required.

3 Title report consisting of all title evidence, statement as to location of title evidence and efforts to cure title defects, if any, prior to condemnation. All title evidence shall be in strict accordance with the requirements of the Department of Justice pamphlet, "Standards of the Preparation of Title Evidence in Land Acquisitions by the United States." If condemnation is requested because of title defects, the reports will contain:

a An analysis of the defects and the agency's opinion as to the correct resolution of unresolved title issues.

b A list of the attempts made by the field representative to have the title defects removed by the title company.

c The curative data which has been obtained to remedy the defects.

d The contracts to purchase from the apparent owners. If the property is to be acquired by condemnation without a Declaration of Taking, the request must be accompanied by:

2-J-3. a. (2) (c) 3 d (cont'd)

Statement of authority under which the land is to be taken, the act appropriating funds for the acquisition, the public use for which the lands are to be acquired, the estate or interest to be acquired and a description of the land sufficient for its identification.

A plat or map showing the land to be taken including:

The exterior boundaries of the property to be acquired and the parcels within properly numbered.

The description shown on the map must agree with the written descriptions in all particulars.

The general location of major improvements and structures situated on the lands to be acquired.

The location of existing rights-of-way for roads, highways, railroads, utilities and for other purposes.

The proposed route for relocation of any of the rights-of-way mentioned.

The approximate location and direction of the flow of natural water courses, if the land to be acquired is in an area where water may become an issue.

All easements, if feasible.

Engineering certification.

b. Request For Condemnation. A request for acquisition of property by condemnation shall be initiated by letter to the Attorney General signed by the Commandant containing the following, as appropriate:

- (1) Statement that the Commandant has determined that the taking is necessary for the particular project.
- (2) Statement whether immediate possession is needed for public purposes, or specification of date when possession is required together with information as to who will assume management responsibilities of the property when possession is obtained.

- 2-J-3. b. (3) Before requesting possession of real property, the provisions of the Uniform Relocation Assistance and real Property Acquisition Policies Act of 1970, must be met with particular attention being given to 42 U.S.C. Sections 4651(4) and (5), which provide:
- (a) No owner shall be required to surrender possession of real property before the head of the federal agency concerned pays the agreed purchase price or deposits with the court in accordance with section 1 of the Act of February 26, 1931 (40 U.S.C. Section 258a). For the benefit of the owner, the agency head must pay an amount not less than the agency's approved appraisal of the fair market value of such property, or the amount of the award of compensation in the condemnation proceeding for such property.
 - (b) The construction or development of a public improvement shall be scheduled so, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from a dwelling without at least 90 days written notice from the head of the federal agency concerned, of the date by which such move is required. A replacement dwelling as required by Title II must be available or you move his business or farm operation.

It is not considered that the provisions of Section 301(5) will affect the right to immediate possession of properties where, without awaiting the 90-day period, motions for possession are filed to obtain possession of small portions of ranches, farms or other large properties. The owner or the person in possession may retain possession of a sufficient portion of the property in order to fully enjoy the possession of his home, and there will be no interference with the operation of his business or farm.

- (4) Statement whether Declaration of Taking is necessary as a provided in 40 U.S.C. Section 258a.
- (5) A statement showing compliance with the provisions of Section 102(c) of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. Section 4321 et seq., and the National Historic Preservation Act of 1966, 16 U.S.C. Section 470.
- (6) Designation of field representative to receive copies of instruments filed, to provide certificate of inspection and possession, and with whom action concerning the proceeding should be coordinated.

- 2-J-3. b. (7) Where the authorizing act contains a monetary limitation, the request for condemnation should include a statement that, in the opinion of the requesting official, the acquisition should not exceed the limits prescribed by law.
- (8) If the request for acquisition directs the filing of a Declaration of Taking, the letter must be accompanied by the original and three copies of the Declaration of Taking.
- (9) Submit a check representing estimated compensation for deposit in registry of court or advice as to who will furnish it.
- (10) The condemnation assembly submitted by the MLC under paragraph 2-J-3.a. of this manual instruction.
4. Site Selection - An Administrative Decision. If it becomes necessary to institute condemnation proceedings, the court will not review the site selection process. The court will only review the amount to be paid for the property.
5. Initial Offer Used as Just Compensation. If negotiations fail and condemnation proceedings are instituted, the government can use its initial offer as the estimate of just compensation. Higher unaccepted offers made during negotiations are inadmissible against the government.
6. Before Condemnation. Whenever possible, obtain an option to purchase even though acquisition is for condemnation. The option should include a clause that the vendor would agree to and cooperate in any condemnation proceedings deemed necessary for acquisition of title. See paragraph (7) of the standard option form in enclosure (5) and page 46 of "A Procedural Guide for the Acquisition of Real Property by Governmental Agencies."
7. During Condemnation Proceedings. After the Attorney General formally agrees to institute condemnation proceedings, the Department of Justice is responsible for completing the acquisition. MLCs and Headquarters units, however, shall cooperate fully with the local U.S. Attorney and assume the responsibilities of the acquiring agency as stated in the condemnation procedures beginning on page 27 of "A Procedural Guide for the Acquisition of Real Property by Governmental Agencies."
8. Recordation and Filing. The local U.S. Attorney's office is responsible for properly filing Declarations of Taking; notices of lis pendens (suit pending) and all judgments, including final judgments in non-declaration of taking cases, among the land records of the jurisdiction in which the land is located. The MLC or Headquarters unit will ensure that the

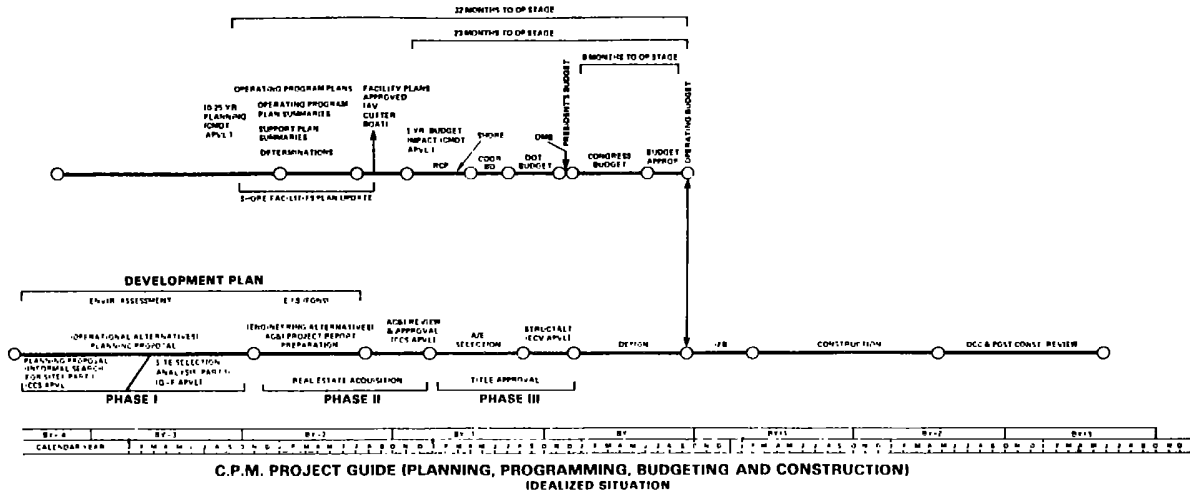
- 2-J-8. (cont'd) data showing proper recordation of these instruments are obtained and properly entered in the Coast Guard's land records.
9. Final Opinion of Title. A copy of the Attorney General's final opinion of title for the land acquisition, along with the papers from the court's condemnation proceedings, will be forwarded to the MLC or Headquarters unit by Commandant (G-ECV).
- K. Acquisition by Easement. An easement is the acquisition of a permanent interest in property for the purpose of constructing or erecting roadways, power and telephone lines, pipelines, etc., over or through property not owned by the Coast Guard. Easements may be documented by a deed or other written instrument which is to be recorded in municipal records.
1. Authority. Easements shall be obtained only with the approval of, and as directed by, the Commandant. Submit Planning Proposal to Commandant (G-CPE) as with any acquisition of permanent interest.
2. Procedure. The acquisition of any easement shall be treated in the same manner as an acquisition of a fee interest. Submit title assemblies. See "Department of Justice Standards for Preparation of Title Evidence" for period of search and "Uniform Appraisal Standards for Federal Land Acquisitions" issued by Interagency Land Acquisition Conference 1973.
- L. Right-of-Entry. Generally the right-of-entry agreement provides for entry on privately owned real property for a specified purpose without acquiring any interest or estate. Often right-of-entry is used to give access for a defined temporary period in order to perform surveys or other site studies prior to purchase of the property. A written statement by the owner will suffice. See enclosure (20) for a sample document.

Encl. (1) to Chapter 2
of CONDTINST M11011.9B

CHECKOFF LIST FOR ACQUISITION PROCEDURES

1. Figures 1-A through 1-E provide an overview and checkoff lists of the acquisition process discussed in chapter 2 to this manual instruction. These checkoff lists may be used to guide you through the various administrative and management processes necessary to acquire real property.

Encl. (1) to Chapter 2
of COMDTINST M11011.9B



PURCHASE (OPTION) - FOLLOWED BY CONSTRUCTION

1. Command submits Planning Proposal to Commandant (G-CPE) via area commander. Concurrently, command submits environmental documentation (Environmental Assessment (EA), Finding of No Significant Impact (FONSI), Categorical Exclusion (CE) or Environmental Impact Statement (EIS)) to Commandant (G-ECV).
 2. Commandant (G-CCS) approves Planning Proposal.
 3. Command submits Site Evaluation Report to Commandant (G-ECV).*
 4. Commandant (G-ECV) approves Site Selection Analysis Report.
 5. Commandant (G-ECV) obtains Commandant and Office of the Secretary of Transportation approval as necessary.
 6. Command requests Commandant (G-ECV) to provide necessary appraisal funds and for each subsequent phase, as needed.
 7. Command secures appraisal(s).
 8. Command submits appraisal(s) for review by Commandant (G-ECV).
 9. Commandant (G-ECV) sets just compensation and authorizes command to negotiate option.
 10. Command negotiates option.
 11. Command signs and submits option and Preliminary Title Assembly.
 12. Command submits Acquisition, Construction and Improvement Project Proposal Report (AC&I PPR) to Commandant (G-CPA).
 13. Commandant (G-CCS) approves AC&I PPR or equivalent.
 14. Commandant (G-ECV) authorizes command to exercise option.
 15. Commandant (G-LGL) issues Preliminary Opinion of Title or requests Department of Justice to issue.
 16. Commandant (G-ECV) authorizes command to go to closing.
- * May be combined with Step 1. In that case, send both documents to Commandant (G-ECV).

Figure 1-B

Encl. (1) to Chapter 2
of COMDTINST M11011.9A

17. Command closes.
18. Command submits Final Title Assembly to Commandant (G-ECV).
19. Commandant (G-LGL) issues Final Opinion of Title or requests Department of Justice to issue.
20. Command ensures all property is capitalized.

Figure 1-B

PURCHASE (OPTION) - EXISTING COMMUNITY HOUSING

1. Command submits combined Planning Proposal and Site Evaluation Report to Commandant (G-CPE) via area commander. Concurrently, command submits environmental documentation (EA, FONSI, CE or EIS) to Commandant (G-ECV).
2. Commandant (G-CCS) approves Planning Proposal.
3. Commandant (G-ECV) authorizes command to secure appraisals.
4. Command requests Commandant (G-ECV) to provide necessary funds as required for the project.
5. Command secures appraisal(s).
6. Command has appraisal(s) reviewed by Commandant (G-ECV).
7. Commandant (G-ECV) sets just compensation.
8. Command negotiates option.
9. Command signs and submits option and Preliminary Title Assembly.
10. Command submits Acquisition, Construction and Improvement Project Planning Report (AC&I PPR) to Commandant (G-CPA) or STRUCTALT to Commandant (G-ECV).
11. Commandant (G-ECV) obtains Commandant and Office of the Secretary of Transportation (OST) approval as necessary.
12. Commandant (G-CCS) approves AC&I PPR or equivalent.
13. Commandant (G-ECV) authorizes command to exercise option.
14. Commandant (G-LGL) issues Preliminary Opinion of Title or requests Justice to issue.
15. Commandant (G-ECV) authorizes command to go to closing.
16. Command closes.
17. Command submits Final Title Assembly to Commandant (G-ECV).
18. Commandant (G-LGL) issues Final Opinion of Title or requests Department of Justice to issue.
19. Command ensures all property is capitalized.

Figure 1-C

Encl. (1) to Chapter 2
of COMDTINST M11011.9B

TITLE 10 TRANSFER - FROM DOD

1. Command submits Planning Proposal to Commandant (G-CPE) via area commander.
2. Command notifies DOD local command of Coast Guard interest.
3. Commandant (G-CCS) approves Planning Proposal.
4. Command submits Site Selection Analysis Report or Site Evaluation Report as required.
5. Command submits environmental documentation (EA, FONSI, CE, EIS) to Commandant (G-ECV). Documentation must include statements required by the Superfund Amendments and Reauthorization Act (SARA) of 1986, Section 120(h) and the Defense Environmental Restoration Act (DERA). See P.L. 99-499.
6. Command submits AC&I PPR to Commandant (G-CPA).
7. Commandant (G-ECV) obtains Commandant and OST approval as necessary.
8. Commandant (G-CCS) approves AC&I PPR.
9. Commandant (G-E) submits Title 10 Transfer request to DOD.
10. Commandant (G-ECV) requests interim use permit if desired.
11. Commandant (G-ECV) signs acknowledgment of receipt of transfer.
12. Commandant (G-ECV) notifies command of transfer.
13. Command ensures all property capitalized.

Figure 1-D

Encl. (1) to Chapter 2
of COMDTINST M11011.9B

TRANSFER - BY GSA

1. Command submits Planning Proposal to Commandant (G-CPE) via area commander.
2. Command notifies GSA regional office of Coast Guard interest.
3. Command requests Commandant (G-ECV) to initiate a hold on property until Planning Proposal can be approved.
4. Commandant (G-CCS) approves Planning Proposal.
5. Command submits Site Selection Analysis Report or Site Evaluation Report as required.
6. Command submits environmental documentation (EA, FONSI, CE or EIS) to Commandant (G-ECV).
7. Command submits AC&I PPR to Commandant (G-CPA).
8. Commandant (G-ECV) obtains Commandant and OST approval as necessary.
9. Commandant (G-CCS) approves AC&I PPR.
10. Commandant (G-C) signs GSA Form 1334 requesting transfer from GSA.
11. Commandant (G-ECV) signs acknowledgment of receipt of transfer.
12. Commandant (G-ECV) notifies command of transfer.
13. Command ensures all property capitalized.

Figure 1-E

FACILITY ACQUISITION, EXPANSION OR RELOCATION (DOT ORDER 1100.34A)
(RCS-G-ECV-3231)

1. Discussion. The acquisition of new facilities, particularly the site selection part of the process, and the expansion or relocation of existing facilities are considered matters of prime importance because of the many common and occasionally conflicting interests involved. The facility should be so designed and so located that it will most effectively serve the needs of the Coast Guard at the lowest cost to the taxpayer. This involves considerations of cost of acquisition, cost of maintenance, availability of a suitable and integrated labor market, proximity to other Departmental facilities with which frequent contact is necessary, and the possible availability of existing Departmental facilities which may lend themselves to expansion or conversion to serve the new need. Additionally, there are interests outside of the Department itself which must be considered. Most communities welcome new Federal facilities because of the additional local revenue generated and the employment opportunities provided. These communities consider themselves in competition for any new facility and rightfully so if their location will serve the needs of the Coast Guard. They have a right to be considered and to be consulted relative to a proposed facility within their limits. Consultation with appropriate municipal organizations and special interests, such as minority organizations, is an integral part of the site selection process. Before any decision is made on site selection, the program review process, conducted in accordance with current directives, requires that all proposals received be carefully considered and all feasible alternatives be explored.
2. Scope. The provisions of DOT Order 1100.34A apply to the proposed acquisition of any real property by the Coast Guard or the expansion/relocation of any existing facilities under Coast Guard jurisdiction (including GSA RENT space). Plans for procedure for Research, Development, Test and Evaluation (RDT&E) facilities will be coordinated by Commandant (G-E) as required.
3. Definitions. For the purpose of this Order, the following definitions apply:
 - a. Acquisition - Obtaining an interest in real property by any means, including, but not limited to, purchase, acceptance of donation, easement, permit license, assignment, reassignment, transfer or use agreement.
 - b. Interest - Any right of ownership, use or control of real property including, but not limited to, fee title, leasehold, permit, license, easement or use agreement.

3. c. Facility - A place or establishment, controlled by the government for the use of the Coast Guard where Coast Guard personnel actually perform their official duties, such as an office, warehouse, depot, laboratory, proving ground, and others with a fixed geographical location. General Services Administration (GSA) leased space within the District of Columbia, mobile stations such as vessels, aircraft, or surface vehicles and activities such as navigational aids whose location is fixed by operational requirements, are not considered facilities for the purpose of this Instruction. (Note: This definition does not include housing).
 - d. Major acquisition or expansion.
 - (1) A major acquisition or expansion:
 - (a) Will involve a total capital outlay of more than \$1,000,000 for the entire facility contemplated, including all capital assets.
 - (b) Will include a least cost in excess of \$25,000 per year.
 - (c) May reasonably be expected to generate substantial public, press or Congressional interest.
 - (2) A facility may be handled as a major acquisition or expansion if the Commandant considers that it should be handled in this way even if it does not meet any of the above criteria.
 - e. Minor acquisition or expansion - A minor facility acquisition or expansion will include any proposed action which does not meet at least one of the criteria established for major acquisitions or expansions.
 - f. Real property - Any land, existing permanent improvements to land, or any interest therein.
4. Procedures.
 - a. The provisions of DOT Order 1100.34A should be considered simultaneously with the preparation of a planning proposal.
 - (1) For major acquisitions or expansions, a Site Evaluation Report must be submitted to Commandant (G-E) as soon as possible after the planning proposal has been approved by the Commandant. The information to be contained in this report is outlined in Figure 2-A and Figure 2-B. A sample document for seeking OST advance approval is provided as Figure 2-C.

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4. a. (2) For minor acquisitions or expansions, Figure 2-D must be completed and placed in the project file to ensure compliance with DOT Order 1100.34A.
 - b. In the case of AC&I projects which require advance OST approval, AC&I Project Proposal Reports will not be approved until coordination with OST has been accomplished. Therefore, it will be necessary to submit the Site Evaluation Report prior to or in conjunction with the submission of any AC&I Project Proposal Reports to the Commandant for consideration.
 - c. Upon receipt of the Site Evaluation Report, in the case of major acquisitions or expansions, Commandant (G-E) will take the necessary actions to coordinate the report with OST and advise the maintenance and logistics command (MLC) and Headquarters units when acquisition or expansions may proceed. For planning purposes allow 60 days for the completion of the coordination process.
 - d. The above procedures shall be coordinated with the planning, programming and budgeting process to avoid duplication of effort. The Program Manager is responsible for preparing the report required by DOT Order 1100.34A in coordination with the MLC.
5. Forms Availability.
- a. Follow the format in Figure 2-A in preparing a site evaluation report for major acquisitions. It should be reproduced locally as required. Site Evaluation Report (RCS G-ECV-3231) applies.
 - b. Figure 2-D is the Certificate of Compliance with DOT Order 1100.34A and should be reproduced locally.
6. Exceptions. The provisions of DOT Order 1100.34A do not apply to:
- a. Housing.
 - b. Expansions to existing facilities which do not involve land acquisitions.

SITE EVALUATION REPORT
Major Acquisition or Expansion
(for compliance with DOT Order 1100.34A)

(Project)

1. Background (discuss present situation and why change is required).
2. Requirements of new or expanded facility (stated here or appended as an attachment).
3. Statement of proposed use, including identification of existing or planned programs for which the property is to be acquired, and budgetary plans for development of the property.
4. Can the need be better served by:
 - a. The expansion of an existing facility.
 - b. The creation of a separate facility.
5. Authority for expansion or establishment of new facility and assurance of compliance with all applicable regulations.
6. Availability of other DOT or other government agency (OGA) facility for co-location or conversion to serve the new need.
7. Discuss your investigation of alternative sites.
 - a. So far as practicable, a thorough investigation, consistent with the size of the potential investment should be made to explore all potential sites and alternative plans of action. If proposing to co-locate several units, the alternative of separate locations for each unit must also be evaluated. Discuss your investigation. Include a description of all sites considered qualified and a justification for each determination.
 - b. Alternative plans of action to be considered may include, but are not limited to:
 - (1) Expand present site(s).
 - (2) Relocate or establish new site(s).
 - (3) Not move some units - relocate or establish new site for others.
 - (4) Co-locate some or all units.

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7. b. (5) Relocate/establish individual units (each at their own site).
8. Method or type of acquisition, e.g., fee purchase, transfer, lease, condemnation, permit, etc.
9. Impact of the acquisition on DOT programs and other facilities, and the effect on DOT programs of failure to acquire the property.
10. Number of personnel that will be assigned to the activity for which the property is to be acquired.
11. A statement verifying that the proposed new facility or expansion is considered in relation to overall Departmental needs (to be completed by Commandant or MLC commanders as appropriate).
12. A discussion of the feasibility of locating the facility so as to ensure the availability of suitable housing and schools for lower income employees and the accessibility to public transportation. GSA has established a policy to avoid placing Federal facilities in locations which will work hardships on employees because (1) there is a lack of adequate housing for low and middle income employees within a reasonable proximity; and (2) the location is not readily accessible from other areas of the urban center. To implement this policy, DOT requires that in determining the specific location for a facility, a positive review and determination be made with regard to the above.
13. Results of the environmental analysis.
14. The following information will be submitted with the site evaluation report and tabbed as indicated:
 - a. Requirements for facility, if required, attachment (a).
 - b. Map of local area depicting sites investigated, if applicable, attachment (b).
 - c. A list of the principle alternate sites rejected and basis for their rejection, attachment (c).
 - d. A blank site evaluation report and individual site sheet format (to document compliance with the evaluation criteria), attachment (d).
 - e. Completed site evaluation sheets for each site investigated, attachment (e).

NOTE: Prior to forwarding the site evaluation report to OST, Commandant (G-ECV) will remove the individual site evaluation sheets.

Figure 2-A

SITE EVALUATION SHEET
Major Acquisition or Expansion
(for compliance with DOT Order 11011.34A)

Site: _____ for project _____

1. Identification of the property, e.g., location, description, ownership status, etc.
2. Cost of acquisition.
3. Cost of maintenance.
4. Impact of the proposed use of the property on the community such as:
 - a. Displacement of current occupants.
 - b. Influx of new residents.
 - c. Education facilities.
 - d. Utility requirements.
 - e. Other community impact.
5. Availability of a suitable and integrated labor market.
6. Proximity to other Departmental facilities with which frequent contact is necessary.
7. Report of consultation with municipal organization and special interests, such as minority groups.
8. Availability of minority group persons for employment at the facility.
 - a. The Coast Guard's equal opportunity policy requires that affirmative action be taken to facilitate the hiring of personnel without regard to race, color, religion, sex or national origin.
 - b. Action must be taken not only to assure equality of opportunity, but also to avoid even the appearance of discrimination.
 - c. Any site evaluation must include consideration of the availability of minority group persons (usually Negroes, American Indians, Spanish-speaking Americans and Orientals) for employment at the facility.

Figure 2-B

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9. Availability of safe, sanitary and decent housing within reasonable proximity for low and middle income employees and for all persons without regard to race, color, religion, sex or national origin.
10. Availability of public transportation for low and middle income persons and for minority group persons.
11. Availability of adequate replacement housing. If due to the construction of a new facility or renovation of an existing facility, people qualify as "displaced persons" under section 101(g) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC S4601(6)) adequate replacement housing, available to all persons regardless of race, color, religion, sex or natural origin, must be provided for such persons before the construction project can be approved.
12. Site accepted/rejected and basis for decision.

Figure 2-B

SITE EVALUATION REPORT
Major Acquisition or Expansion
For compliance with DOT Order 1100.34A
Reconstruction of Coast Guard Station
Rockland, Maine

1. Background: Coast Guard Station Rockland, Maine, serves an area from approximately Marshall Point, Maine to Isle au Haut, Maine, (approximately 80 miles of coastline). Station Rockland was built in 1942 and serves as a search and rescue station and a mini-support center (provides support in supply and engineering functions to the various Coast Guard programs, i.e., SAR, ATON, Recreational Boating, Port Safety and Security). Station Rockland is manned by 24 Coast Guardsmen and is augmented by 77 Coast Guard reservists. The station supports the cutters SNOHOMISH (WYTM 98), Harbor Tug, 110'; SWIVEL KWYTL 65603), Harbor Tug, 65'; WHITE LUPINE (WLM 546), Buoy Terrier, 33, which are manned by 53 Coast Guardsmen. In addition, the station also operates a Coast Guard exchange. Station Rockland has been unsafe and inadequate due to deterioration of the wharf's subsidence and undermining, dilapidated structures, failing utilities, cramped quarters and bad traffic patterns. The station is located/constructed on a pier facility in the Rockland Harbor and is in an area zoned industrial/commercial.

The site encompasses approximately 47,900 square feet (1.1 acres), of this area of 11,400 is occupied by two structures, barracks administration and storage building. Demolition and removal of the barracks/administration building is a necessity for the continued operation of the station. Ground space limitations and the single, narrow access road result in traffic congestion on both the road and the station. The station's location requires that large trucks, e.g., those delivering buoys and supplies, be able to turn around on the station itself.

Units of the Reserve Group Southwest Harbor are housed in GSA leased space at the Knox County Airport which is located approximately four miles from the station. The Reserve Group occupies 5,933 sq. ft. of space.

2. Requirements:
 - a. Provide adequate mooring facilities and dockside service for the SNOHOMISH, SWIVEL and WHITE LUPINE.

Figure 2-C

2. b. Provide berthing and housing needs for the bachelor personnel assigned to the station, the vessels homeported at Rockland and the three isolated light stations operating in the Rockland area. Berthing is also provided for watchstanders, reserves and transient personnel.
- c. Provide adequate space to accommodate all the operational and support requirements for a two boat SAR Station, a mini buoy base and a new Electronic Shop Minor (ESM) facility which will have three billets assigned. Space required for the following functions:
 - (1) Berthing for bachelor personnel assigned to the station and vessels homeported at Rockland 34 ea.
 - (2) Additionally berthing space required for:
 - OOD 1
 - Watchstanders 5
 - Reserve personnel 10
 - Transient personnel 6
 - (3) 3 bay garage.
 - (4) Exchange.
 - (5) Buoy storage outside space.
 - (6) Vessel storage (for reception of supplies when vessels deployed and storage of excess being removed).
 - (7) Activities and functions of the Reserve Group Southwest Harbor.
 - (8) Parking.
3. Statement of proposed use. The acquisition and renovation of the Bird Block Building will provide accommodations for all the operational, support, and reserve activities of Station Rockland (SAR, ATON, Recreational Boating, Port Safety, Security). Space will be used as follows:
 - a. Station administrative offices and operations/communications center.
 - b. Repair shops, including an Electronic Shop Minor (ESM).
 - c. Storage for vessels and repair shops.
 - d. Watchstander berthing.
 - e. Male/Female berthing for non watchstanders.
 - f. Galley, Mess Deck, Recreation Deck, Day Room and Laundry.
 - g. Heads and showers.
 - h. Exchange.
 - i. Reserve administrative offices, classrooms, berthing and a sickbay/dispensary.
4. The needs can best be served by expansion of the existing facility through acquisition of additional improved real property and combination of the reserve needs, the ESM facility, and the existing CG STA Station Rockland.

Figure 2 C

5. Authority for Expansion. Funding for rebuilding and expansion will be requested in the FY 82 Budget Cycle. Funds for the site acquisition are in the FY 80 Budget. No other authorization is required. All applicable regulations are or will be complied with.
6. Availability of Other Federal Property. No other DOT or OGA facility is available in the Rockland, Maine, area which meets or can be made to meet the need.
7. Alternatives. The only available site for vessel moorings, vessel and boat support, and relates functions requiring access to adequate deep water to meet operational requirements in the area is the existing land of station Rockland. Three possible sources of space for the overall functions of the station have been investigated:
 - a. Rehabilitation/renovation of the existing structure.
 - b. New construction on the existing site.
 - c. Acquisition/renovation of the Bird Block Building.

Six alternative plans of action were evaluated. Five of these plans involved retention of the existing building with necessary rehabilitation/renovation and rebuilding on site with options of different sizes and compositions of a newly constructed building. These plans were all considered not desirable because they did not relieve interior and on site congestion, interference with station operations brought about by exchange patrons traveling to and on the site, constrained road access, and the lack of available space to accommodate future activities.

Preferred Alternative: Acquisition and renovation of the Bird Block Building is the preferred alternative. The building is within five minutes walking distance of the existing Station Rockland piers and it is the only site that can be purchased without the government taking by eminent domain. This alternative will:

- a. Improve habitability.
- b. Allow for future expansion.
- c. Eliminate the unsafe conditions.
- d. Decrease station congestion.

Figure 2-C

7. Preferred Alternative (cont'd)
 - e. Supply adequate space for storage and operations.
 - f. Provide adequate berthing.
 - g. Permit consolidation of Coast Guard Reserve Units, Auxiliary and station personnel at Station Rockland.
8. Method of acquisition: Fee purchase. Two appraisals have been obtained and just compensation set at \$195,000. An option to purchase was entered 22 October 1979 in consideration of the sum of \$19,500 creditable against the purchase price. The option must be exercised by 29 February 1980.
9. Impact DOT Programs. There is no impact on other DOT programs or facilities through the exercise of any alternative in this evaluation. Failure to acquire the property recommended above will force an inefficient alternative. It will degrade productivity and responsiveness. It will create pressures to attempt to expand in the future, probably at higher costs.
10. New Personnel. There are no new personnel associated with any alternative in this evaluation. A total of 77 active duty Coast Guardsmen now required are directly served. The numbers of Reserves under training or utilized in augmentation will not be changed as a result of any alternative. The same is true of Auxiliarists. The efficient use of the personnel will be affected by the alternative selected.
11. Departmental Needs. The proposed alternative is consistent with overall departmental needs to efficiently serve the public in mandated mission areas.
12. Suitable Housing & Schools. There is no change in assigned personnel through exercise of any option. Housing, public transportation, schools, and similar socially important concerns are not affected.
13. Results of the environmental analysis: An environmental assessment - finding of no significant impact.

Attachments:

- (a) Maps and plot plans of sites concerned.
- (b) List of alternatives rejected.
- (c) Completed site evaluation sheet for Bird Block Building property.

Figure 2 C

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of COMDTINST M11011.9B

Maps and Plot Plans

- (1) Nautical Chart showing Maine coast. Light Station Whitehead, Heron Neck and Matinicus.
- (2) Plot plan of Coast Guard Station Rockland - Existing.
- (3) Plot plan of Coast Guard Station Rockland - After removing existing barracks/administration building.
- (4) Photo of Bird Block Building showing proximity to station.
- (5) Map showing location of station and Reserve facility.

Figure 2-C

LIST OF ALTERNATIVES REJECTED

Replacement facilities for Station Rockland have been under investigation for many years - since 1974. The primary factors considered were access to deep water, access to search and rescue areas, availability of community support facilities and the availability of suitable land.

Alternative I: Retention of existing building as a facility to provide quarters for the activities and personnel of Rockland Station.

Discussion: This does not allow combining the functions of the station, reserve facility and ESM. Even with improvements, the existing building would be poor due to inadequate space.

The existing contract would have to be modified to delete the building demolition. The ground under the building could not be treated to eliminate the subsidence problem negating the benefit from similar work surrounding the building. Hence, the work would have to be redone at a later date. This interim solution is tantamount to no solution.

Alternative II: Rebuild on site. Construction of a new facility on the present site will provide administrative, exchange and barracks space.

Discussion: Because the land area available on the existing station property is small and the ground cannot support more than a two story light frame building, the available building space and maneuvering room for vehicles on the site becomes inadequate. This alternative provides no opportunity to merge functions.

Alternative III: Rebuild on site. Construction of a new facility on the present site will provide administrative and barracks space. The exchange will be located at the Reserve Facility at Knox County, Airport, Owls Head, Maine.

Discussion: This alternative relieves the building congestion but does little to relieve the outdoor congestion. The location of the exchange remote from the active duty customers is wasteful. There is no opportunity to merge functions.

Alternative IV: Rebuild on site. Construction of a new facility on the present site will provide administrative and exchange space but no barracks space. Omitting the barracks results in a 5,50 square feet structures.

Figure 2 C

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of COMDTINST M11011.9B

Discussion: This is poor operationally since available crews are required for call-up in search and rescue, law enforcement and other operations. The crew would be constrained to the immediate area for housing to be found on their own. This option provides for the least physical security and it is inappropriate for the exchange to take precedence over the barracks. Again, there is no opportunity to co-locate functions. Congestion in the outdoor space is reduced, but only insignificantly.

Alternative: Rebuild on site. Construction of a new facility on the present site will provide administrative space but no barracks and exchange space. The exchange will be located at the Reserve Facility at Knox County Airport.

Discussion: Operationally unacceptable due to lack of barracks for call-up crews and poor security. Wasteful in that regular customers must travel to exchange. Operational space (less barracks) are adequate and congestion outdoors partially relieved.

Figure 2-C

Site Evaluation Sheet
Major Acquisition of Expansion
For Compliance with DOT Order 1100.34A

Site: Bird Block Building Property for project Rehabilitation
of CG Station Rockland, ME.

1. Identification of the property: The bird Block Building is 1,200 feet west of CG Station Rockland. The address is 50 Tillson Ave., Rockland, ME. The building has three stories plus a basement and it measures approximately 102 ft. by 72 ft. overall and is situated on a 0.85 acre site. The property is owned by Port Clyde Foods, Inc.
2. Purchase price of building/land: \$ 195,000
Cost of refurnishment/renovation: \$ 896,000
Total cost of acquisition: \$1,091,000
3. Cost of maintenance: O&M - \$154,000/yr
4. Impact of the proposed use of the property on the community:
 - a. No displacement of a current occupants. The building is presently being used for dead storage.
 - b. There is no influx of new residents associated with the acquisition.
 - c. There is no change in education requirements, utilities, or other significant community impact.
5. There is no demand for labor involved in the acquisition.
6. There are other Departmental facilities requiring frequent contact.
7. This project does not impact the minority groups in the area. The local government (city, county, and state) desires the Coast Guard's presence. They also expect efficiency and professionalism. Acquisition by the Federal Government will render the property non-taxable. The city now collects approximately \$1,700 per annum in real estate taxes. The city fathers have been advised. They have no objections. Responses from the State of Maine state that the county and state concur with the acquisition. There is no violation of the intent of the Maine Coastal Program.
8. The availability of minority group employment at the facility does not change with the acquisition.

Figure 2-C

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9. There are no changes in housing requirements for low and middle income employees resulting from this acquisition.
10. There is no change in public transportation required by the acquisition.
11. There is no change in available housing resulting from this acquisition.
12. The site is accepted because:
 - a. It fills all operational needs for the foreseeable future.
 - b. It is reasonably priced.
 - c. It does not adversely impact on the community.
 - d. It provides an opportunity for improved efficiency and productivity.

Figure 2-C

Encl. (2) to Chapter 2
of COMDTINST M11011.9B

CERTIFICATE OF COMPLIANCE WITH DOT ORDER 1100.34A

MINOR ACQUISITION OR EXPANSION

NAME OF COAST GUARD FACILITY OR PROJECT: _____

In the site evaluation process for this project, the areas of concern, as found in Commandant Instruction M11011.9 (series), Chapter 2, enclosure (2) were considered.

\\s\
Signature of Certifying Official

Figure 2-D

REAL PROPERTY ACQUISITIONS AND DISPOSALS (DOT ORDER 4300.2)
(RCS-G-ECV-3232)

1. Discussion. The President and the Congress continue to express their intense interest in promoting the most effective use of real property held by Federal agencies. Executive Orders 11512 of 12 February 1970, and 11724 of 25 June 1973, and subsequent Presidential and Office of Management and Budget (OMB) directives stress the importance of effective and economic use of real property. This high level interest in real property utilization programs makes it essential that the Office of the Secretary of Transportation (OST) be aware of and participate in the more significant real property transactions.
2. Scope.
 - a. The provisions of DOT Order 4300.2 apply to the proposed acquisition of any real property by the Coast Guard (including General Services Administration (GSA) RENT space) which meets any of the following criteria:
 - (1) Unimproved land which has an estimated fair market value of \$100,000 or more.
 - (2) Land and existing improvements which together have an estimated fair market value of \$200,000 or more, or where the land portion of the property has an estimated fair market value of \$100,000 or more.
 - (3) Leases or permits, licenses, easements or use agreements for real property which have an actual or estimated annual rental or payment of \$50,000 or more.
 - (4) Real property which provides for working or living accommodations for 25 or more Coast Guard personnel.
 - (5) Real property at a location in which OST has expressed interest, or the acquisition of which is known to have public or Congressional interest, or which will significantly affect the environment.
 - (6) Real property for which the acquisition or utilization of has international implications.
 - b. The Order does not apply to:
 - (1) Renewals or options to renew existing leases or permits.
 - (2) Projects for which a Site Evaluation Report (prepared and approved in accordance with DOT Order 1100.34A) has been previously submitted to Commandant (G-ECV).

3. Procedures.

- a. Coordinate the actions required by DOT Order 4300.2 with the planning, programming and budgeting process to avoid duplication of effort. The Program Manager is responsible for preparing the required report in coordination with the maintenance and logistics command (MLC).
- b. Consider the provisions of the Order simultaneously with preparing the planning proposal. When advance approval by OST is required, request from Commandant (G-ECV) as soon as possible after the planning proposal has been approved by the Commandant. See Figure 3-A for a sample request. See Figure 3-B for a sample document for requesting OST advance approval. This information may also be appended to the planning proposal.
- c. AC&I Project Proposal Reports will not be approved until advance approval by OST has been obtained. Therefore, it will be necessary to request advance approval, as above, prior to or in conjunction with the submission of any AC&I Project Proposal Reports to Commandant for consideration.
- d. Upon receipt of the request for advance approval by OST, Commandant (G-ECV) will obtain the required approvals and will advise the MLCs and Headquarters units when acquisition may continue. For planning purposes, allow 60 days for the completion of the advance approval process.
- e. In the case of disposal, the Coast Guard will advise the Assistant Secretary for Administration of action. Send an information copy to the OST Director of Installations and Logistics, M-60. A memorandum outlining the proposed disposal will include, as appropriate, the following:
 - (1) Identification of the property.
 - (2) Method of disposal.
 - (3) Cost elements of the disposal action.
 - (4) Effect on personnel assigned to the activity located on the property.
 - (5) Impact of the disposal on the community.
 - (6) Environmental impact analysis. Also a Superfund Amendments and Reauthorization Act (SARA) of 1986, Section 120(h) notification or certification of non-contamination, if applicable. See P.L. 99-499.
 - (7) Any known interest in the property.
 - (8) Other pertinent factors.

ACQUISITION INFORMATION FOR COMPLIANCE WITH DOT ORDER 4300.2

Name of Project _____ Planning Proposal _____

1. Identification of the property, e.g., location, description, ownership status, etc.
2. Method or type of acquisition, e.g., fee purchase, transfer, lease, condemnation, permit, etc.
3. Cost elements of the acquisition.
4. Statement of proposed use, including identification of existing or planned program for which the property is to be acquired, and budgetary plans for development of the property.
5. Impact of the acquisition on DOT programs and other facilities, and the effect on DOT programs of failure to acquire the property.
6. Details concerning the assignment of personnel to the activity for which the property is to be acquired, including the total number of personnel.
7. Impact of the proposed use of the property on the community such as:
 - a. Displacement of current occupants.
 - b. Influx of new residents.
 - c. Housing, education and public transportation requirements and capabilities.
 - d. Utility requirements.
 - e. Relocation assistance requirements.
 - f. Need for environmental impact analysis.
 - g. Other community impact.
8. Other pertinent factors which should be considered in a decision to approve or disapprove the acquisition.

Figure 3-A

ACQUISITION INFORMATION FOR COMPLIANCE WITH DOT ORDER 4300.2

Name of Project: FAMILY HOUSING FOR OCEAN CITY STATION, MD

1. Identification of the property, e.g., location, description, ownership status, etc.

Property has not been selected. It is intended to purchase four single family residences in existing subdivisions within 10 miles of the station, which meet Coast Guard standards.

2. Method of type of acquisition, e.g., fee purchase, transfer, lease, condemnation, permit, etc.

Fee purchase from the open market.

3. Cost elements of the acquisition.

Four developed lots, containing residences and appurtenant structures cost estimates are now \$50-\$55K each, including options, appraisals, and transfer fees. Total cost approximately \$200-250K.

4. Statement of proposed use, including identification of existing or planned programs for which the property is to be acquired, and budgetary plans for development of the property.

For use as family housing by qualified members assigned to Station Ocean City, Maryland. The property will be acquired for the Coast Guard Personnel Support Program. AC&I funding has been approved for FY-80.

5. Impact of the acquisition on DOT programs and other facilities, and the effect on DOT programs of failure to acquire the property.

Station Ocean City is located in a resort area. The average building costs for a single family dwelling are beyond the economics of the average military family. 73% of Ocean City housing is seasonal. Year round rentals are almost non-existent because of a very stable permanent rental population. A limited number of leases are available under Coast Guard contracts, but are insufficient to meet the needs of all members. In 1978, 15 assigned members were eligible for housing, three occupied leased quarters, 10 resided in private housing of which five paid housing costs in excess of MAHC standards, and two were voluntarily separated from their families because of high housing cost. The high housing cost, and on occasion the separation it imposes, has an adverse effect on the unit's morale and ultimately on Coast Guard overall retention. The purchase of four units of housing coupled with the present leases will fulfill the unit's need.

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6. Details concerning the assignment of personnel to the activity for which the property is to be acquired, including total number of personnel.

Authorized billets for Station Ocean City: BMC-1; BM2-1; MK2-1; MK3-3; SS2-1; SN-8; SA-1; FN-2. Total personnel assigned 23.

7. Impact of the proposed use of the property on the community such as:
 - a. Displacement of current occupants. None. Will be purchasing houses offered for sale by the owners.
 - b. Influx of new residents. None. Billet level at Station Ocean City remains unchanged. Number of personnel and dependents will remain the same.
 - c. Housing, education, and public transportation requirements and capabilities. No change from present requirements.
 - d. Utility requirements. Requirements will be met by existing utility companies.
 - e. Relocation assistance requirements. None.
 - f. Need for environmental impact analysis.
 - g. Other community impact. None.
8. Other pertinent factors which should be considered in a decision to approve or disapprove the acquisition.

Hardships imposed on Coast Guard personnel and their dependents by high inflation has adverse effects on the unit's morale and on the overall Coast Guard retention. Only by providing for our people can we hope to retain them in the service.

Figure 3-B

Encl. (4) to Chapter 2
of COMDTINST M11011.9B

LOCATION OF NEW FEDERAL OFFICES AND OTHER FACILITIES IN RURAL AREAS
(DOT ORDER 4320.1) (RCS-G-ECV-3233)

1. Discussion.

- a. The Agricultural Act of 1970, Public Law 91-524, 42 U.S.C. 3122b, Title IX - Rural Developments, Section 901(b) as amended by the Rural Development Act of 1972, Public Law 92-419, 42 U.S.C. 3122b, Title VI Miscellaneous, Section 601(b) states: "Congress hereby directs the heads of all executive departments and agencies of the government to establish and maintain departmental policies and procedures giving first priority to the location of new offices and other facilities in rural areas..."
- b. To comply with the above Act, it is the policy of the Coast Guard that first priority be given to the location of new federal offices or other facilities in rural areas.

2. Scope. The provisions of DOT Order 4320.1 apply to the acquisition of all permanent offices or facilities, either occupied or to be occupied, located in the United States (including the Commonwealth of Puerto Rico, Virgin Islands, and the District of Columbia).

- a. Included in the provisions of this Order:
 - (1) New offices or facilities established and occupied.
 - (2) New or existing offices or facilities for which a contract for lease, purchase, or construction was signed but which are not yet occupied.
 - (3) Relocations of existing offices or facilities within the same state/city/county.
 - (4) Relocations of existing offices or facilities to a new state/city/county.
- b. Excluded from the provisions of this Order:
 - (1) Vacant site acquisitions for which no construction contracts have been signed.
 - (2) Additions to or changes in presently occupied offices-facilities if program is unchanged.

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of COMDTINST M11011.9B

2. b. (3) Offices or facilities acquired for temporary occupancy of less than one year.

(4) Lease renewals.
3. Definitions. For the purpose of this Order the following definitions apply:
 - a. Acquired. An office or facility will be viewed as "acquired" on the date that the contract to lease, purchase, or construction was signed, or if such office or facility is housed in a Federal building, on the date space was assigned by the GSA.
 - b. Office or Facility. An office or facility is defined as any building, including Federal building or other structure or installation, wherein Coast Guard personnel will be housed or perform their official duties on a full-time basis.
 - c. Rural or Non-Rural Area. A location is considered a rural area if it is located outside the outer boundary of any city having a population of 50,000 or more and outside the city's immediately adjacent urbanized and urbanizing areas with a population density of more than 100 persons per square mile. All other locations are considered non-rural areas.

4. Procedures.

- a. When a rural area is not proposed and the office or other facility will be used by 10 or more Coast Guard employees, OST approval is required prior to acquisition of the office or facility and a letter request must be submitted to Commandant (G-ECV) containing the following:
 - (1) Project name.
 - (2) Total number of personnel to be assigned.
 - (3) Background information (Rationale for acquisition-relocation).
 - (4) Justification for selection of a non-rural site.

Upon receipt of the above information, Commandant (G-ECV) will obtain required OST approval and advise the appropriate maintenance and logistics command (MLC) and Headquarters unit as to when acquisition or relocation may be continued.

Encl. (4) to Chapter 2
of COMDTINST M11011.9B

4. b. When the proposed office or facility will be used by less than 10 Coast Guard employees, the approval authority for locating in a non-rural area is hereby delegated to MLC commanders and commanding officers of Headquarters units; however, full justification for selecting the non-rural site must be included in the project file.
- c. The above procedures shall be coordinated with the planning, programming and budgeting process to avoid duplication of effort.

Encl. (5) to Chapter 2
of COMDTINST M11011.9B

OPTION TO PURCHASE REAL PROPERTY

The undersigned, hereinafter called VENDOR, in consideration of the mutual covenants and agreements herein set forth and the sum of _____ (\$ _____), the receipt of which is hereby acknowledged, grants unto the United States of America and it assigns the exclusive right and option to elect on or before _____ to purchase at and for the price of _____ (\$ _____), in accordance with the terms and conditions set forth below, that parcel of land, with the buildings and improvements thereon and all rights, hereditaments, easements, and appurtenances thereunto belonging, located in _____, bounded and described as follows:

The above description is subject to such modifications as may be necessary to conform to a survey made by agents of the United States.

VENDOR, who represents that he is the owner of the property described, agreed to convey to the United States a valid indefeasible fee simple title to said parcel, subject to the following rights outstanding in third parties:

and the following rights and interests to be reserved by the Vendor, namely:

The terms and conditions of this option are:

- (1) The Vendor agrees that this option may be accepted by the United States through any duly authorized representative, by delivering, mailing or telegraphing a notice of acceptance to the Vendor at the address stated below, on or before the date set forth above.
- (2) The purchase price set forth above is payable as soon as the United States has exercised this option and thereafter has had a reasonable time within which to secure and examine the evidence of title to said land and to obtain the necessary approval of title; provided that the Vendor can execute and deliver to the United States a good and sufficient general warranty deed conveying said land, with the hereditaments, easements and appurtenances thereunto belonging, to the United

- (2) (cont'd) States of America and its assigns in fee simple, free from all liens and encumbrances together with all right, title or interest which the Vendor may have in the banks, beds and waters of any streams opposite to or fronting upon said land, and in any alleys, roads, streets, ways, strips, gores or railroads right of way abutting or adjoining said land, and in any means of ingress and egress appurtenant thereto. Said conveyance to be subject only to such outstanding rights in third parties and reservations by the Vendor as may be set forth above.
- (3) It is understood and agreed that if the United States shall fail to exercise this option within the time specified above, then the United States shall forfeit the said sum of paid to the Vendor as consideration for this option. It is further understood and agreed that upon timely exercise of this option by the United States, the stated consideration will be applied to the purchase price of _____.
- (4) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to the United States and the procurement of the necessary title evidence.
- (5) The Vendor agrees that all taxes, assessments, and encumbrances which are a lien against the land at the time of conveyance to the United States shall be satisfied of record by the Vendor at or before the transfer of title and, if the Vendor fails to do so, the United States may pay any taxes, assessments and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver the general warranty deed to the United States, pay the documentary stamp tax and obtain and record such other curative evidence of title as may be required by the United States.
- (6) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative or until the right of occupancy and use of the land, as hereinbelow provided for, has been exercised by the United States; and, in the event that such loss or damage occurs, the United States may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such property, in which case the property will be appraised and there shall be an equitable adjustment of the purchase price.

- (7) The Vendor agrees that the United States may at its election, and notwithstanding the prior exercise of this option, acquire title to said land or any portion or interest thereof by condemnation or other judicial proceeding, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceeding; agrees that the consideration hereinabove stated shall be the full amount of the award of just compensation, inclusive of interest, for the taking of said land, agrees that any and all awards of just compensation that may be made in the proceeding to any defendant shall be payable and deductible from the said amount; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for the payment of the right of occupancy and use hereinafter provided for in paragraph 8.
- (8) As additional consideration for the payment of the purchase price hereinabove set forth, the Vendor hereby grants to the United States the right to immediate occupancy and use of the land for any purpose whatsoever from and after the exercise by the United States of this option until such time as said land is conveyed to the United States and, upon demand, the Vendor will immediately vacate the property and deliver possession to the United States.
- (9) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States and to execute any instrument deemed necessary to convey to the United States any separate or community estate or interest in the subject property and to relinquish and release any dower, courtesy, homestead or other rights or interests of such spouse therein.
- (10) The Vendor represents and it is a condition of acceptance of this offer that no member or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.
- (11) GRATUITIES.
 - (a) The government may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this agreement if it is found, after notice and hearing, by the Secretary of Transportation or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the government with

- (11) (a) (cont'd) a view toward securing this agreement or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performing of such agreement: the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed by any competent court.
- (b) In the event this agreement is terminated as provided in Paragraph (a), the government shall be entitled: (i) to pursue in the event of breach of the contract by the Vendor, and (ii) as a penalty in addition to any other damages an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee.
- (c) The rights and remedies of the government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.
- (12) COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to deduct from the purchase price the full amount of such commission, percentage, brokerage or contingent fee. The United States agrees that this covenant shall not apply to licensed real estate agents performing their normal functions.
- (13) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the Vendor.
- (14) The terms and conditions with respect to this option are expressly contained herein, and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

Encl. (5) to Chapter 2
of COMDTINST M11011.9B

(15) Notice of exercise of this option is to be sent on or
before the specified date to:

Name Address

Signed, Sealed, and Delivered this ____ day of _____, 19__

Witness Vendor (Seal)

Witness Spouse of Vendor (Seal)

Encl. (5) to Chapter 2
of COMDTINST M11011.9B

NOTICE OF EXERCISE OF OPTION TO PURCHASE REAL PROPERTY

TO: _____ (Date)
_____ (Name)
_____ (Address)

In accordance with the terms of an Option to Purchase Real Property executed as of the ___ day of _____, 19___, notice is hereby given that the United States of America hereby exercises and accepts said option.

(Name and Title)

CERTIFICATION BY NOTARY PUBLIC

Encl. (5) to Chapter 2
of COMDTINST M11011.9B

NOTES FOR OPTION CONTRACT

Note: 1

OPTION PERIOD.

The minimum option period is three months. This would apply to the purchase of single unit homes (existing homes). The expiration of the option should be planned to coincide with the completion of Phase II, Real Property Acquisition. The EIS and AC&I project proposal procedures must be taken into account when negotiating an option period.

Note: 2

PAYABLE ON APPROVAL OF VENDOR'S TITLE

The language in this paragraph will allow the Coast Guard sufficient time to resolve any issues raised in the Preliminary Opinion of Title. It allows the Coast Guard to close when ready without loss of the property, an issue needs to be resolved, which is a possibility with fixed closing dates.

Note: 3

MONEY PAID FOR AN OPTION.

It is Coast Guard policy to have any funds which are expended for an option applied to the purchase price.

NOTE: 4

WAIVER CLAUSE TO BE USED FOR PROPERTY BOUGHT ON THE OPEN MARKET.

"The Vendor herein states that any subsequent move from the premises is the direct result of his decision to place the premises on the open market, that decision having been made prior to his learning of any United States initiative to acquire the premises. The Vendor further states that he is not a 'displaced person' within the meaning of Section 101(g) of the Uniform Relocation Assistance and Real Property Acquisition and Policies Act of 1970, 42 U.S.C. Section 4601 (6)."

Encl. (6) to Chapter 2
of COMDTINST M11011.9B

STATEMENT OF JUST COMPENSATION (49 CFR 25.102)

At the time an agency makes an offer to purchase real property, it shall provide the owner of that property with a written statement of the basis for and the amount estimated to be just compensation. The statement must include:

1. An identification of the real property and the particular interest being acquired.
2. A certification, where applicable, that any separately held interest in the real property is not being acquired in whole or in part.
3. An identification of buildings, structures and other improvements including fixtures, removable building equipment, and any trade fixtures which are considered to be part of the real property for which the offer of just compensation is made. A breakdown of the appraised value of each group of items.
4. A declaration that the agency's determination of just compensation:
 - a. Is based on the fair market value of the property.
 - b. Is not less than the agency's approved appraised value of the property.
 - c. Disregards any decrease or increase in the fair market value caused by the project for which the property is being acquired.
 - d. In the case of separately held interests in the real property, includes an apportionment of the total just compensation for each of those interests.
5. In the case of partial taking, the amount of damages, if any, to the remaining real property.

REVERSE BLANK

DETERMINATION OF JUST COMPENSATION - REVIEW APPRAISERS STATEMENT

Ower's Name: _____

Property Address: _____

1. I recommend the fair market value of the real property to be:

This value is allocated:

Land: _____

Improvements: _____

Damages: _____

Benefits: _____

Other: _____

2. The value is based on the appraisal prepared by _____ with the date of valuation of _____.

3. Other appraisal reports reviewed are as follows:

Appraiser	Value	Date of Valuation
-----------	-------	-------------------

Appraiser	Fair Market Value	Date of Valuation
-----------	-------------------	-------------------

4. List of land and buildings in the report is complete? _____

5. Date of field inspection. _____

If no field inspection, state reason(s). _____

6. I have no direct or indirect present or contemplated future personal interest in the subject property or in any monetary benefit from its acquisition.

I reached the recommended fair market value independently, without collaboration or direction.

Any increase or decrease in the fair market value of real property prior to the date of valuation caused by the public improvement for which this property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was in recommending the fair market value of the property.

Review Appraiser Signature

Date of Review

Encl. (8) to Chapter 2
of COMDTINST M11011.9B

CERTIFICATE OF APPRAISER

Project Designation _____

Parcel Designation _____

I, _____, hereby certify:

That on _____ date(s), I personally made a field inspection of the property herein appraised and have afforded the owner or a designated representative the opportunity to accompany me on this inspection. I have also, on _____ date(s) personally made a field inspection of the comparable sales relied upon in making said appraisal. The property being appraised and the comparable sales relied upon in making said appraisal were as represented in said appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with the acquisition of property for a project utilizing U. S. Department of Transportation funds.

That such appraisal has been made in conformity with appropriate laws, regulations, and policies and procedures applicable to appraisal of property for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under appropriate established law.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

Encl. (8) to Chapter 2
of COMDTINST M11011.9B

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency or officials of the U. S. Department of Transportation and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, on by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

That I have not given consideration to nor included in my appraisal any allowance for relocation assistance benefits.

That my opinion of the fair market value of the property to be acquired as of the _____ day of _____ 19__, is _____ based upon my independent appraisal and the exercise of my professional judgement.

Date

Signature

NOTE: Other statements, required by the regulations of an appraisal organization of which the appraiser is a member or by circumstances connected with the appraisal assignment or the preparation of the report, may be inserted where appropriate. To the extent practicable under applicable law, appraisal specifications should insure that properties appraised are inspected on the date of valuation or vice versa. If not inspected on date of valuation, the appraiser should explain.

NOMINAL VALUE APPRAISAL

PROJECT DESIGNATION: _____

1. PARCEL DESIGNATION: _____

2. OWNER(s): _____

ADDRESS: _____

3. PROPERTY LOCATION: _____

4. PROPERTY DESCRIPTION: _____

5. LAND AREA TO BE ACQUIRED (Square Feet or Acreage):

Area: _____ x \$ _____ = \$ _____ Value of Land Acquired.

Basis for the Value: _____

6. VALUE OF EACH IMPROVEMENT TO BE ACQUIRED (or Cost-to-Cure Items).

Material and labor cost should be documented in the acquiring agency's files.

Estimated Value of Each Improvement to be Acquired:

(1) \$ _____

(2) \$ _____

(3) \$ _____

(4) Cost-to-Cure (damage to remainder). \$ _____

TOTAL

7. SUMMARY:

Value of Land to be Acquired. \$ _____

Value of Improvements to Acquired. \$ _____

Cost-to-Cure (damage to remainder). \$ _____

Total Value (not exceed \$5,000). \$ _____

8. APPRAISAL CERTIFICATION.

9. PHOTOGRAPH OF PROPERTY BEING APPRAISED.

10. DATE OF VALUATION.

Appraiser

Date: _____

REVERSE BLANK

SHORT FORM APPRAISAL

GENERAL

A short form appraisal may be used for the appraisal of whole or partial acquisitions when:

- (1) The present use of the whole property is its highest and best use and, for a partial acquisition, the highest and best use of the remainder property is the same as before the acquisition.
- (2) Comparable sales are readily available.
- (3) Damages, if any, are limited to those measurable by the cost-to-cure method.

If additional space is necessary to adequately describe the improvements or site data, use the REMARKS section or attach a separate sheet of paper and reference the item number being described.

Include a sales map in either a comparable sales book or in each appraisal following the last market data sheet.

Prepare appraisals in ink or by typewriter. Identify each by placing the parcel number in the upper right corner on the first page of the form.

I. DESCRIPTION OF PROPERTY.

1. Owner (Name/Address). Show name(s) of owner(s), mailing address and telephone number if available.
2. Project Designation. List the project designation.
3. Location of Property. Show street address. If address is nonexistent or does not readily reveal a specific geographical location (as in the case of a rural postal route or box number), describe the location of the property by reference to names of streets, roads, highway and distances from describable landmarks.
4. Zoning. Specify in meaningful terms, i.e., single family, 10,000 square feet, etc. If property is not zoned, state "NONE."
5. Acquiring Agency. Name of acquiring agency.
6. Use. Give highest and best as well as present use, which in all cases will be the same.

I. (cont'd)

7. 5-Year Title History. Show all transfers of subject property having occurred in the past 5 years and give a brief description of the relationship to market value at the time of sale. Briefly describe any physical changes to property such as additional construction, remodeling, etc., which may have occurred in the period between sales or date of last sale and date of valuation and indicate the probable effect upon market value. If more than one sale has occurred, explain any changes in prices not attributable to physical changes. Examples of such items are contract terms versus cash sale, change in neighborhood development, changes in general economics, etc. If sale is indicative of value, treat as any other comparable sale. Should the recorded sale not reflect market value, explain. Continue in REMARKS if additional space is required.
8. Neighborhood.
9. Site Data.
10. Improvement Data. The physical description of subject neighborhood, site and improvement data shall be accomplished by placing an "X" in the appropriate box relating to each heading. If the proper descriptive word is not listed, insert that word in the space provided. If no space is provided, cross out an existing word that will not be used and insert the proper one. Some item headings list rating descriptions as poor, fair, good and excellent. These ratings are relative or subjective, therefore, subject and comparable sales must be rated as they relate to each other and not against some predetermined standard.
11. Photographs and Plot Plan of Subject Property. Give specific information called for in items 11a and 11b. In 11c, give size of the parcel in square feet or acres, both before and after acquisition, size of area acquired or size of easement area.

II. MARKET DATA - DESCRIPTION OF COMPARABLE SALE.

The market data portion of this form was designed to conform closely with Section I which pertains to the factual description of the subject property. The items of comparison emphasize the buyer's and seller's approach to transactions for transfer of residential properties and unimproved sites. Overall utility, degree of site improvements, visual appeal, salability, livability and functionality are stressed.

The market must be closely analyzed for these items of comparison and sales evidence requiring minimum adjustments, if any, relied upon for value conclusions. Consider each descriptive rating item carefully before checking. Special items considered by the appraiser to bear upon the value conclusion for which rating blocks are not included, must be inserted or explained in REMARKS or on a separate sheet to accompany the appraisal. Items include water frontage, trackage, soil classification, timber, etc.

III.COMPARABLE SALES DATA.

1. Comparative Analysis. Each comparative sale property must be compared to the subject property and items of similarity and dissimilarity explained. Plus or minus adjustments in dollar amounts will be made for only those items of dissimilarity which affect market value to a measurable degree. The appraiser's explanation must contain reasoning for various elements of adjustment, if any, in sufficient detail to allow the reader to make a sound judgment as to the validity and acceptability of the appraiser's adjustments. Each sale must be processed into an "Indicated Value of Subject." This will be done on a whole property to whole property comparison.
2. Correlation. The various value indications shall be correlated into a "Final Conclusion of Value." The purpose of the correlation is to lead the reader through the appraiser's thought processes to a logical value conclusion.
3. Breakdown of Acquisition. The final conclusion of value will be broken out into various elements contributing to the fair market value.

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION		Parcel No.	
REAL ESTATE APPRAISAL - SHORT FORM			
1. DESCRIPTION OF SUBJECT PROPERTY			
1. Owner Name and address		2. AEA Project No.	
3. Location of property		4. Zoning	
5. Sponsor	6a. Highest values	b. These uses	
7. 10 YEAR TITLE HISTORY			
a. From _____ to _____ Date of sale _____ b. Book page _____ c. Instrument No. _____			
d. From _____ to _____ Date of sale _____ e. Book page _____ f. Instrument No. _____			
g. From _____ to _____ Date of sale _____ h. Book page _____ i. Instrument No. _____			
8. NEIGHBORHOOD			
9. SITE DATA			
a. Topography		Landscape	
Level _____		Good _____ Fair _____ Poor _____	
c. Elevation		Drainage	
On grade _____		Good _____ Fair _____ Poor _____	
d. Traffic		e. Utilities	
Heavy _____		Water _____ Sewer _____	
Light _____		Gas _____ Electric _____	
10. IMPROVEMENT DATA			
a. Building		Foundation	
Swelling _____		Concrete _____	
b. Design		c. Heating	
1 story _____		Central _____	
2 story _____		Space _____	
f. Constructor		e. Roof	
F. _____		Composite _____	
B. _____		Shake _____	
C. _____		Built up _____	
Special features		g. Finished basement	
A. _____		Yes _____	
B. _____		No _____	
C. _____		D. _____	
h. Basement		i. Garage	
Finished _____		Attached _____	
j. Garage		k. _____	
Attached _____		Good _____	
Equipped _____		Fair _____	
L. _____		Poor _____	
REMARKS			

SAMPLE

Encl. (10) to Chapter 2
to COMDTINST M11011.9B

I. DESCRIPTION OF SUBJECT PROPERTY - Continued			
11. PHOTOGRAPHS AND PLOT PLAN OF SUBJECT PROPERTY			
a. Photographs - Number each one 1, 2, etc.			
Date photo taken:		Name of photographer:	
b. Plot plan - Show all subject lots, their dimensions, and area coverage, lot line bearings and perimeter bearings. Indicate the location of all structures, fences, and other improvements, and give same dimensions and direction of each structure and/or improvement. The location of each structure and/or improvement is represented by the circle with the photo number in the circle. The circle shall be in the same direction as the			
c. Area (See fl. A-60)			
Before	After	Acquisition	Estimate

FAA Form 5100-42 (4-80)

REAL ESTATE APPRAISAL - SHORT FORM

II. MARKET DATA - DESCRIPTION OF COMPARABLE SALE											
1. Property Address and location						2. Legal description					
3a. Present use				b. Highest and best use				4. Zoning			
5. Sale date		6. Price \$		7. Instrument							
8. Terms								9. Date inspected			
10. Grantor						11. Grantee					
12. Confirmed with				Date		13. Confirmed by					
14. Normal sale <input type="checkbox"/> Yes <input type="checkbox"/> No - Explain →											
FOR ITEMS 15, 16, AND 17 BELOW, MARK APPROPRIATE BOXES AND COMPLETE FILL-IN SPACES											
15. NEIGHBORHOOD <input type="checkbox"/> Developed <input type="checkbox"/> Growing <input type="checkbox"/> Static <input type="checkbox"/> Deteriorating <input type="checkbox"/> _____											
16. SITE DATA											
a. Topography			b. Landscaping			c. Elevation			d. Drainage		
<input type="checkbox"/> Level <input type="checkbox"/> Sloping <input type="checkbox"/> _____			<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor			<input type="checkbox"/> On grade <input type="checkbox"/> Below <input type="checkbox"/> Above _____ ft. <input type="checkbox"/> Mean			<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor		
e. Traffic		f. Utilities		g. Sewer		h. Septic tank		i. City street		j. Irrigation	
<input type="checkbox"/> Heavy <input type="checkbox"/> Light		<input type="checkbox"/> Public road <input type="checkbox"/> Private drive		<input type="checkbox"/> Well <input type="checkbox"/> Spring <input type="checkbox"/> Sewer		<input type="checkbox"/> Public <input type="checkbox"/> Private		<input type="checkbox"/> Paved <input type="checkbox"/> Gravel		<input type="checkbox"/> City street <input type="checkbox"/> Irrigation	
17. IMPROVEMENT DATA											
a. Building						b. Foundation			c. Heating		
<input type="checkbox"/> Dwelling <input type="checkbox"/> Duplex Age _____ yrs Area: _____ Sq. Ft.						<input type="checkbox"/> Concrete <input type="checkbox"/> Piers and posts			<input type="checkbox"/> Central <input type="checkbox"/> Space		
d. Design						e. Roof					
<input type="checkbox"/> 1 story <input type="checkbox"/> 2 story <input type="checkbox"/> Split level Style _____						<input type="checkbox"/> Composition <input type="checkbox"/> Shakes <input type="checkbox"/> Built up					
f. Construction				g. Condition				h. Stories			
Excellent Good Fair Poor				Excellent Good Fair Poor				1 2 B			
Frame				Interior				No. of rooms			
Brick				Exterior				No. of baths			
Concrete block				Total				No. of bedrooms			
i. Special features											
<input type="checkbox"/> Air conditioning <input type="checkbox"/> Built-in vacuum <input type="checkbox"/> Built-in oven and range <input type="checkbox"/> Hood and fan <input type="checkbox"/> Garbage disposal <input type="checkbox"/> _____											
<input type="checkbox"/> Dishwasher <input type="checkbox"/> Storm windows <input type="checkbox"/> Swimming pool <input type="checkbox"/> Patio <input type="checkbox"/> Fireplaces <input type="checkbox"/> _____											
j. Basement						k. Finished basement					
<input type="checkbox"/> Full <input type="checkbox"/> Part _____ % <input type="checkbox"/> Finished <input type="checkbox"/> Unfinished <input type="checkbox"/> Daylight						<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor					
l. Garage											
<input type="checkbox"/> Attached <input type="checkbox"/> Detached <input type="checkbox"/> Carport <input type="checkbox"/> 1 car <input type="checkbox"/> 2 car <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor											
REMARKS											

Encl. (10) to Chapter 2
of COMDTINST M11011.9B

II. MARKET DATA - DESCRIPTION OF COMPARABLE SALE - Continued			
18. PHOTOGRAPHS AND PLOT PLAN OF SUBJECT PROPERTY			
<p>a. Photographs - A, one each one of 2, etc.</p> <div style="text-align: center; font-size: 48px; font-weight: bold; transform: rotate(-15deg); opacity: 0.5;">SAMPLE</div>			
Date photos taken:		Name of photographer:	
<p>b. Plot plan - Show all subject property dimensions, street and alley frontage, lot measurements, locations and dimensions of all buildings to be appraised, "T" for "T" on lot plan, and type of easement, eas, and right camera location and direction of each photograph shown in the direction of attached sheet, e.g., "1" → "2". Camera location is indicated in the circle with the print number in the circle. The arrow points in the same direction as the camera lens.</p>			
c. Area			
Before	After	Acquisition	Easement

REAL ESTATE APPRAISAL - SHORT FORM

Encl. (10) to Chapter 2
of COMDTINST M11011.9B

**Encl. (10) to Chapter 2
of COMDTINST M11011.9B**

PAGE _____ OF _____ PAGES

III. COMPARABLE SALES DATA					
1. COMPARATIVE ANALYSIS					
a. Comparison				b. Sale No.	
				c. Date of sale	
				d. Price	
				\$	
				e. Indicated value of subject	
\$					
a. Comparison				b. Sale No.	
				c. Date of sale	
				d. Price	
				\$	
				e. Indicated value of subject	
\$					
a. Comparison				b. Sale No.	
				c. Date of sale	
				d. Price	
				\$	
				e. Indicated value of subject	
\$					
2. CORRELATION					FINAL CONCLUSION OF VALUE ▼ \$ _____
3. BREAKDOWN OF ACQUISITION					
a. Land	Area Item	Amount	b. Improve- ments	Type Item	Amount
		\$			\$
	TOTAL →				TOTAL →
c. Damages			d. Benefits (Subtract)		
	TOTAL →			TOTAL →	
				e. INDICATED JUST COMPENSATION ▶	\$

FAA Form 5100-42 (4-80)

REAL ESTATE APPRAISAL - SHORT FORM

Encl. (10) to Chapter 2
of COMDTINST M11011.9B

REMARKS

SAMPLE

Encl. (11) to Chapter 2
of COMDTINST M11011.9B

REAL PROPERTY APPRAISAL CONTRACT

AGREEMENT between _____
hereinafter called the "Appraiser" and the United States of America,
hereinafter called the "government."

The parties hereto do mutually agree that for the consideration hereinafter specified, the appraiser will furnish the appraisal services indicated herein for the property described below, subject to the terms, conditions, and general provisions set forth and to the other provisions, if any, incorporated herein by attachment or reference.

IDENTIFICATION OF APPRAISER. The appraiser shall be identified by name in the opening paragraph of the contract as follows:

1. If the appraiser is an individual, show the full name.
2. If the appraiser is a partnership, the names of all members of the partnership must be shown.
3. If the appraiser is a private corporation, as XYZ, a corporation organized and doing business under the laws of _____
4. If the appraiser is a public corporation, the name of the public corporation is to be set forth.

In all cases, the mailing address of the appraiser will be shown.

LOCATION AND DESCRIPTION OF PROPERTY. Insert a full and complete description suitable for positive identification of the property. Wherever possible a map of the area should be furnished to the appraiser. If space provided for description is not sufficient, set forth the description in an attachment property numbered and identified, and list the attachment under item 24 of the General Provisions paragraph.

APPRAISAL SERVICES AND PAYMENT. The number of days within which the Appraisal Report is to be furnished and amount of the payment for the report shall be determined by negotiation. Show the type of appraisal to be made, such as the "Fair market value" or "Fair rental value." The amount negotiated for reimbursement for testifying in judicial proceedings should be coordinated with the local United States Attorney.

GENERAL PROVISIONS. The following provisions shall be contained in the contract. (Other provisions, as required, may be added upon agreement among the parties concerned.)

1. A statement of the Appraiser's qualifications.
2. A certificate executed by the Appraiser substantially in the following form:

"I, _____, do hereby certify that I have no present and or prospective interest in the property, that I have personally examined the property, and that I provided the owner with written notice of my inspection that he or his designated representative might accompany me during my inspection of the property, that my fee for this appraisal is not contingent upon the amount of the value reported nor upon any other condition excepting the predetermined fee, that to the best of my knowledge and belief the statements and opinions in the Appraisal Report are correct, subject to the limiting conditions herein set forth, and that the Appraisal Report has been made in conformity with recognized appraisal procedures and applicable principles of law, and I have been able to form and have formed the opinion that the fair market value of the property as of the _____ day of _____, 19____, is as set forth in the Appraisal Report.
3. A detailed description and itemization of all improvements, such as buildings, and utility systems, indicating the age, condition, dimension, and the cost of replacement new, less depreciation.
4. Sufficient photographs of the lands and improvements, both interior and exterior, to support the appraisal and aid the reviewer or a jury.
5. A statement of the highest and best use of each parcel, together with supporting data in the event a determination is made that the highest and best use is other than the present use.
6. The assessed value of each parcel, together with the present tax rate and the general ratio of assessed value to market value prevailing in the area.
7. A 5 year record, as to each parcel, of all sales, options, offers to buy or to sell, and leases; if no sale in the past 5 years, a report of the last sale.

8. A full record, plotting and analysis of comparable sales, options, offers to buy or to sell, and leases, indicating to what parcels applicable. Where practicable, photographs of such comparable property should be included. A full record of surrounding area sales, options, offers to buy or to sell, and leases, of possible bearing of fair value, rejected as comparable, and the reasons of such rejection. The latest assessed valuation should be shown on a representative number of comparable sales.
9. If any parcel was, prior to the taking, a part of a unitary holding, the estimated value of the original holding and the estimated value of the remaining holding shall be reported.
10. The salvage value of each improvement which is capable of being salvaged and removed by the owner to other premises, together with the basis of such value.
11. The damage due to the imposition of any easements determined by the before-and-after technique.
12. Payment for the Appraisal Report. Payment for the Appraisal Report shall become due upon completion and delivery of the report to the Contracting Officer with an invoice, in triplicate, each signed by the Appraiser.
13. Definition of the Parcel. The word "parcel" as used here means any areas included in the description set forth which are adjoining and in identical ownership. The land will be deemed adjoining even though portions thereof are separated by roads, railroad rights of way, stream, etc. If there has been a severance of the surface and sub-surface of the land, determination of what constitutes a parcel shall be based on ownership of the surface.
14. Confidentiality of Information. All information contained in the Appraisal Report and all parts thereof are to be treated as strictly confidential. The Appraiser shall take all necessary steps to insure that no member of his staff or organization divulges any information concerning the report except to a duly authorized representative of the government.
15. Termination for Default. If the Appraiser refuses or fails to perform this contract within the time specified, or any extension thereof, or so fails to make progress as to endanger performance of this contract in accordance with its terms, the government may, by written notice, terminate the right of the appraiser to proceed with the contract or with such part of parts thereof as to which there has been default or delay and

15. Termination for Default. (cont'd) may hold the appraiser liable for any damage caused the government by reason of such termination. The right of the appraiser to proceed with the performance of the contract shall not be terminated under this clause if the delay is due to causes beyond the control and without the fault or negligence of the appraiser, including, without being limited to, any preference, priority, or allocation order issued by the government or any other act of the government. Upon termination under this clause, the government reserves the right to require the appraiser to turn over to the government all data, maps, photographs, or other materials acquired for this contract work upon payment of an equitable price therefor.
16. Termination of Convenience of the Government. The performance of work under this contract may be terminated, in whole or in part, whenever the government shall determine that termination is in its best interest, by delivery to the appraiser of a Notice of Termination at least 3 days prior to the effective date of termination. The appraiser agrees to cease all work, to turn over to the government all data, maps, photographs, and other materials acquired for this contract work, and to submit to the government a claim for work performed prior to termination. The government shall pay the appraiser an equitable price for work performed prior to termination, such price not to exceed a fair proportion of the original contract price.
17. Disputes. Except as otherwise provided for in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, shall be decided by the Commandant of the U.S. Coast Guard, who shall mail or otherwise furnish a copy of his decision in writing to the appraiser. Within 30 days from the date of receipt of such copy, the appraiser may appeal by mailing or otherwise furnishing to the Commandant of the U.S. Coast Guard a written appeal addressed to the Secretary of the Department of Transportation. The decision of the Secretary or his representative duly authorized to hear such appeals shall be final and conclusive. If no such appeal is taken, the decision of the Commandant of the Coast Guard shall be final and conclusive. In connection with any appeal proceeding under this clause, the appraiser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the appraiser shall proceed diligently with the performance of the contract and in accordance with the Commandant of the U.S. Coast Guard's decision. The term "Commandant of the U.S. Coast Guard" as used herein shall include his duly appointed successor or his specially designated representative for this purpose.

18. Stipulation Against Contingent Fees. The appraiser warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the appraiser for the purpose of securing business. For breach or violation of his warranty, the government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage or contingent fee.
19. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share part of this contract, or to any benefit that may arise therefrom; but this provision shall not be constructed to extend to this contract if made with a corporation for its general fee.
20. Gratuities. The government may, by written notice to the appraiser, terminate the right of the appraiser to proceed under this contract if it is found, after notice and hearing, by the Secretary of the Department of Transportation or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the appraiser, or any agent or representative of the appraiser, to any officer or employee of the government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such contract; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings be in issue and may be reviewed in any competent court.
 - a. In the event this contract is terminated, the government shall be entitled to pursue the same remedies against the appraiser as it could pursue in the event of a breach of contract by the appraiser, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three nor more than ten times the costs incurred by the appraiser in providing any such gratuities to any such officer or employee.
 - b. The rights and remedies of the government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

21. Examination of Records. The appraiser agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the appraiser involving transactions related to this contract.
22. Nondiscrimination in Employment. In connection with the performance of work under this contract, the appraiser agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provisions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The appraiser agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the government setting forth the provisions in all subcontracts hereunder, except subcontracts for commercial supplies or raw materials.
23. Negotiations. This contract is entered into, as a result of negotiation pursuant to the authority of 10 U.S.C. Section 2304(a) (4) and any necessary determinations and findings, or other supporting statements of justification, prescribed by the Act or by the Armed Services Procurement Regulations.
24. Additional Provisions. To include any other provisions incorporated by attachment or reference.

EXECUTION BY APPRAISER. Execution of the contract on behalf of the appraiser will be by the party whose name appears in the opening paragraph, except in the case of a corporation or a partnership. Execution of corporations and partnerships will be by the official duly authorized to do so, and will be in the following manner:

XYZ Corporation

Name and Title

XYZ Partnership

By _____
Name and Title

Encl. (11) to Chapter 2
of COMDTINST M11011.9B

In the case of a private corporation the authority of the corporate official to execute the contract will be certified by the Secretary or Assistant Secretary of the Corporation at the place provided in the contract, following the corporation official's signature. The execution by or on behalf of the execution shown.

If appraiser is a corporation. Certification by Secretary or Assistant Secretary is required and accomplished as follows:

"I certify that the person who signed this agreement on behalf of the Appraiser was then the officer indicated and this agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporation powers."

Name and Title: _____

Signature: _____

Date: _____

EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT. Execution on behalf of the United States is to be by the contracting officer authorized to so act, and is to be witnessed and dated. (See example below.)

EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT

THE UNITED STATES OF AMERICA

BY: _____
(Contracting officer)

WITNESS: _____

DATE: _____

GENERAL SPECIFICATIONS FOR THE APPRAISAL REPORT

The appraisal report is a document used to support and to justify in part the decisions made by management. The appraiser, in writing it, should be mindful of the fact that it may be subpoenaed into court or become the subject of investigation by a committee of the Congress. Therefore, it is essential that its contents reveal that the appraiser has made an intelligent and adequate study and analysis of the appraisal problem, has considered all available, pertinent and reliable data, and that he has used sound and logical reasoning in developing his valuation conclusions.

1. FORMAT. The report shall be bound in a durable cover with a typewritten label on the face thereof, identifying the appraised property. The paper used shall be a good grade bond (the heavier the better in order to withstand repeated usage) of size 8 1/2 x 11 inches. All pages shall be number consecutively from the beginning of the report to the end, including maps, plans, photographs and exhibits, and each important heading shall be shown in the Table of Contents.
2. OUTLINE. To provide uniformity, the text shall be divided into three parts: Part I, Part II and Part III. The report shall contain tabulations or schedules of supporting data, with brief explanation of their connection with the narrative sections of the report. Include computation data in support of the approaches to value. The following specified outline may vary, dependent upon the type of property under appraisal. Of necessity, additional data will be required in the case of highly specialized properties, at times certain items may be deleted (as in the case of land valuation only). Generally, however, the following outline contains the minimum information required and the omission of any item shall be justified by narrative.

PART I - GENERAL

1. Project and Parcel Designation.
2. Table of Contents.
3. Letter of Transmittal.
4. Photographs. (Subject property and significant improvements of comparable sales.)
5. State of Limiting Conditions.

Part II - FACTUAL DATA

6. References.
7. Purpose.

Figure 11-A

2. (Outline - Part II - cont'd)

8. Legal Description.
9. City of Area Data.
10. Neighborhood Data.
11. Property Data.
 - a. Site (descriptive), Soil, Topography, etc.
 - b. Improvements (descriptive).
 - c. Equipment (general description and inventory).
 - d. Condition (current for each item or group).
 - e. Assessed Value and Annual Tax Load.
 - f. Insurance, Coverage and Annual Premium Costs.
 - g. Zoning (for subject and comparable properties).
 - h. History.
12. Analysis of Highest and Best Use.
13. Land Value: Justification.
14. Estimate of Value as Indicated by Cost Approach.
15. Estimate of Value as Indicated by the Income Approach.
16. Estimate of Value as Indicated by the Comparative (or Market) Approach.
17. Appraiser's Interpretation of the Estimates (Correlation).
18. Certification.

PART III - ADDENDA

19. *Location Map (within the city of area).
20. *Comparative Data Map (showing geographic location of the appraised property and the comparative parcels analyzed).
21. Detail of the Comparative (narrative).
22. *Plot Plan.
23. *Floor Plans.
24. Other Pertinent Exhibits.
25. Qualifications of Contract Appraiser.

*All maps and plans may be bound as facing pages opposite of the description, tabulation or discussions they concern.

3. DESCRIPTION OF CONTENTS.

A. Part I.

1. Project and Parcel Designation. This should include: (a) the name and street address of the property, (b) the name of the individual making the report, and (c) the date.
2. Table of Contents. This should be arranged in accordance with the sequence of topical headings with corresponding page numbers.

Figure 11-A

3. A. 3. Letter of Transmittal. The purpose of this letter is to transmit the report. It should be addressed to that individual or officer who requested the service. It should contain (a) name and address of the property appraised; (b) a statement to the effect that a thorough investigation was made, by who and when; (c) purpose of the appraisal; (d) value estimate; (e) effective date, and (f) appraiser's signature.
 4. Photographs. These should immediately follow the letter of transmittal. Photographs may be snapshots, blown up, preferably to size 3" x 5". These should show at least two elevations, plus any unusual features. There should also be views of the abutting properties on either side and that property directly opposite. Except for the overall view, photographs may be bound as pages facing the discussions or description which the photographs concern.
 5. Statement of Limiting Conditions. This should include statements of the following assumptions:
 - (a) That the title is marketable.
 - (b) That no responsibility is assumed by the appraiser for legal matters, especially those affecting title of the property.
 - (c) That the legal description furnished is correct.
 - (d) That certain opinions, estimates or other data furnished by others (and here properly identified) are correct. See paragraph 6 below.Any other limited conditions or assumptions.
 6. References. List the sources of data incorporated in the report, that is, records, documents and persons consulted.
- B. Part II.
7. Purpose. This should detail the purpose for which the appraisal is made and define each of the values required.
 8. Legal Description. This description shall be complete and shall properly identify the property appraised. Legal descriptions may be an exhibit in Part III if so stated here.

Figure 11-A

B. Part II. (cont'd)

9. City or Area Data. The amount of information relative to the social and economic background of the city or area should be included in this section of the report to the extent that it affects the value of the property being appraised.
10. Neighborhood Data. This data (mostly social and economic) should be kept to a minimum and should include only such information as directly affects the property being appraised.
11. Property Data. Under this heading, there should be included a narrative description of the land and all improvements.
 - (a) Describe the land, giving dimensions, areas, soil bearing qualities, topography and any other characteristic that affects value; i.e., mineral deposits, easements, rights of way, permits, etc. If there is indication that mineral deposits have more than a nominal commercial value, this fact should be clearly stated.
 - (b) Describe each structure and each utility or outside improvement, stating the source of the utility. Include, among other things, floor load capacities, ceiling heights and column spacing, elevators, air-conditioning, fire protection and adequacy of power facilities. State length and gauge of RR trackage and the number of switches, turnouts and bumpers.
 - (c) Include a general statement of the type and purpose of the equipment. The inventory may include similar items in groupings; each principal item shall be checked and each grouping spot checked by the appraiser. State the extent to which the equipment has been cannibalized.
 - (d) The current physical condition and relative use and obsolescence shall be stated for each item or group appraised.
 - (e) Include the current assessment and dollar amount of real estate taxes. If the property is not taxed, the appraiser shall estimate the assessment in case it is placed upon the tax roll and state the tax rate.

Figure 11-A

B. Part II. (cont'd)

11. (f) State the total estimated insurance coverage needed and the annual cost of the premium.
- (g) Give the zoning for the subject property and an explanation of the allowable uses. If rezoning is imminent, discuss under (12) below.
- (h) State the purpose for which the property was designed, date of original construction and purposes and dates of any renovations or alterations. Also, indicate periods of vacancy. Include all options on and transfers of subject property for a 5-year period.
12. Analysis of Highest and Best Use. The report shall state the highest and best use that can be made of the property (land and improvements) for which there is a current market. The valuation shall be based on this use and shall include a disposal plan, unless scope of assignment states otherwise.
13. Land Value: Justification: The appraiser's opinion of the value of the land shall be supported by factual data (sales and offerings) or comparable, or nearly comparable, lands having likely optimum uses. Differences shall be weighed and explained as to how they indicate the value of the land being appraised.
14. Estimate of Value as Indicated by Cost Approach. The appraiser's estimate of the market value as indicated by the cost approach shall be in the form of computation data arranged in sequence and shall state sources and justification of prices used as well as each type of depreciation.
15. Estimate of Value as Indicated by the Income Approach. The appraiser's estimate of value as indicated by the income approach shall be arranged in detailed form to show, among other things, the following and shall include factual data to support each figure and factor used:
 - (a) Estimated gross income.
 - (b) Vacancy and credit losses.
 - (c) Operating expenses, itemized under three subheads to show (1) operating costs, (2) reserves for replacement and (3) fixed charges (taxes, insurance, etc.).

Figure 11-A

B. Part II. (cont'd)

15. (d) Capitalization of net income shall be at the prevailing rate for this type property and location. The capitalization rate and technique used shall be justified by a narrative explanation supported by a statement of sources of rates and factors.
16. Estimate of Value as Indicated by the Comparative (or Market) Approach. This shall recite the appraiser's opinion as substantiated by records of sales and offerings of comparable properties. All recent sales should be listed and reflected in this valuation or their omission explained. Differences shall be weighed and explained in relation to the subject valuation.
17. Interpretation of the Estimates (Correlation). The appraiser shall interpret the foregoing estimates and shall state his reasons why one or more of the conclusions reached in Items 14, 15 and 16 are indicative of the market value of the property.
18. Certification. This paragraph concludes the report and shall contain the following statements, followed by the appraiser's signature:
 - (a) That the appraiser has no disclosed interest in the property, present or contemplated.
 - (b) That the appraiser's employment and compensation are not contingent upon the valuation found.
 - (c) That the appraiser personally and thoroughly inspected the property.
 - (d) That, according to the best knowledge of the appraiser, everything contained in the report is true and that no important facts have been withheld or overlooked.
 - (e) That the appraisal has been made in accordance with the standards of practice or code of ethics of the professional group or association in which the appraiser may hold membership.
 - (f) That, in the appraiser's opinion, the fair market value (or other value required) is (amount) dollars as of (date).

Figure 11-A

**CONTRACT FOR
TITLE EVIDENCE**

AGREEMENT between

hereinafter called the Contractor and the United States of America hereinafter called the Government

The parties hereto do mutually agree that for the consideration hereinafter specified, the Contractor will furnish the title evidence indicated herein for the property described below, subject to the terms, conditions and general exclusions set forth on this page and on the reverse side hereof and to the other exclusions, if any, incorporated herein by attachment or reference.

1. LOCATION AND DESCRIPTION OF PROPERTY

2. TITLE EVIDENCE The contractor shall, within the time and for the price indicated below, furnish the following items of title evidence for each parcel (as hereinafter defined) included in the property, upon the written order therefor of the local Government representative:

	DATE TITLE DATE ORDERED	PRICE TO BE PAID BY GOVERNMENT		DATE TITLE DATE ORDERED	PRICE TO BE PAID BY GOVERNMENT
a. Complete abstract of title and abstractor's certificate	_____	_____	b. Final certificate of title	_____	_____
b. Extension of abstract of title and abstractor's certificate	_____	_____	c. Preliminary note or order for Owner's Guarantee Insurance Policy	_____	_____
c. Preliminary certificate of title	_____	_____	d. Intermediate Owner's Title Guarantee Insurance Policy	_____	_____
d. Intermediate certificate of title	_____	_____	e. Final Owner's Title Guarantee Insurance Policy	_____	_____

SAMPLE

CONTRACT FOR (See Item 3 of Direction.)

IF CONTRACTOR IS A CORPORATION, CERTIFICATION BY SECRETARY OR ASSISTANT SECRETARY

I certify that the person who signed this agreement on behalf of the Contractor was then the Officer indicated and this agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

NAME AND TITLE _____ SIGNATURE _____ DATE _____

4. EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT

THE UNITED STATES OF AMERICA
BY _____ (Contracting Officer) _____ (Title) _____ (Address)

5. PAY IDENTIFICATION AND ACCOUNTING DATA							
a. NAME AND ADDRESS OF CONTRACTOR				b. LOCAL CONTRACT IDENTIFICATION NUMBER			
c. AGREEMENT TO BE MADE BY (A. CITY AND STATE)				d. PARALLEL NO.		e. CONTRACT NO. (NFI)	
AMOUNT TO BE PAID ON ORDER AND INTEREST	DATE OF ORDER	BUSINESS CONTRACT NO.	AMOUNT TO BE PAID	DATE OF ORDER	AMOUNT TO BE PAID	DATE OF ORDER	AMOUNT

CONTRACT FOR TITLE EVIDENCE

DIRECTIONS FOR PREPARATION

IDENTIFICATION OF CONTRACTOR. The Contractor shall be identified by name in the opening paragraph of the Contract as follows:

If the Contractor is an individual, show the full name.

If the Contractor is a partnership, the names of all members of the partnership must be shown.

If the Contractor is a private corporation, as

and a corporation organized and doing business under the laws of _____

If the Contractor is a public corporation, the name of the public corporation is to be set forth.

In all cases, the mailing address of the Contractor will be shown.

ITEM 2. LOCATION AND DESCRIPTION OF PROPERTY. Insert a full and complete description suitable for positive identification of the property. Where possible a map of the area should be furnished to the Contractor. If space provided for description is not sufficient, set forth the description in an attachment properly numbered and identified, and list the attachment under paragraph "m" of the General Provisions.

ITEM 2. TITLE EVIDENCE. Insert the number of days after the date of ordering within which the Contractor must deliver each item of title evidence and the price to be paid for each item as agreed upon during the negotiations. Delete those items of title evidence which are not to be furnished by striking out the non-applicable descriptions.

ITEM 3. EXECUTION BY CONTRACTOR. Execution of the Contract on behalf of the Contractor will be by the party whose name appears in the opening paragraph, except in the case of a corporation or a partnership. Execution for corporations and partnerships will be by the official duly authorized to do so, and will be in the following manner:

For Corporation:

By _____
Name and Title

For Partnership:

By _____
Name and Title

In the case of a private corporation the authority of the corporate official to execute the contract will be set forth by the Secretary or Assistant Secretary of the Corporation or of the State included in the contract, following the appropriate official's signature. The execution of the contract on behalf of the Contractor shall be witnessed and the date of execution shown.

ITEM 4. EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT. Execution on behalf of the United States is to be by the contracting officer authorized to so act, and is to be witnessed and dated.

ITEM 5. Self-explanation.

ITEM 6. GENERAL PROVISIONS. If it is anticipated that there will be little or no necessity for making changes in the General Provisions, however, any changes required in specific instances shall be approved and initiated by Counsel for the DPC. Any additional provisions to be incorporated by attachment or reference in order to form a part of the contract must be listed under paragraph "m" of the General Provisions.

DIRECTIONS FOR PREPARATION

E. GENERAL PROVISIONS

a. PREPARATION OF TITLE EVIDENCE. Title evidence furnished hereunder shall be prepared in compliance with the current Regulations for the Preparation of Title Evidence in Land Acquisition by the United States, published by the Department of Justice and which is made a part hereof by reference.

b. DELIVERY AND PAYMENT. The completed items of title evidence specified in paragraph 1 shall be delivered to the local government representative upon delivery of one or more completed items of title evidence the contractor shall be entitled to payment therefor by submitting to the local government representative an invoice in triplicate, each signed by the contractor. If any item of title evidence is not furnished within the time prescribed therefor in paragraph 2, the Government shall be under no obligation to accept or pay for such item. Acceptance by the Government of any items ordered hereunder, whether within or after the time prescribed, will not relieve the Contractor from the obligation to correct or complete any inaccurate or incomplete work without additional cost or expense to the Government.

c. CROWNED. The word "crowned" as used herein means any areas included in the description set forth herein which are contiguous and in identical dimensions. The land will be deemed contiguous even though portions thereof are separated by roads, railroad rights of way, streams, etc. If there has been a severance of the surface and subsurface of the land, determination of what constitutes a parcel shall be based on ownership of the surface.

d. TERMINATION FOR DEFAULT. If the Contractor fails or refuses to perform this contract within the time or times specified, or any extension thereof, or so fails to make progress as to endanger performance of this contract in accordance with its terms, the Government may, by written notice, terminate the right of the Contractor to proceed with the contract or with such part or parts thereof as to which there has been default or delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this clause if the delays are due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government. Upon termination under this clause the Government reserves the right to require

the Contractor to deliver all completed items of title evidence for which payment shall be made at the price specified herein.

e. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT. The performance of work under this contract may be terminated in whole or in part, whenever the Government shall determine that termination is in its best interest, by delivery to the Contractor of a Notice of Termination not less than three days prior to the date upon which termination shall become effective. The Contractor shall cease all work and deliver to the Government all completed items of title evidence for which payment shall be made at the price specified herein. The Government shall also pay the Contractor an equitable price for work performed prior to termination in connection with uncompleted items of title evidence, such price not to exceed a fair proportion of the price specified herein.

f. CONTRACT AGENTS' CONTINGENT FEES. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement, or understanding for a commission, percentage, brokerage or contingent fee, excluding bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to cancel this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

g. OFFICIAL NOT TO BENEFIT. No member of or delegate to Congress, or recipient commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

h. GRATUITIES. (1) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing by the Secretary of the Navy or his duly authorized representative, that gratuities in the form of entertainment, gifts or otherwise were offered or given to, the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such contract, provided, that

PLATE NO. 3217 (3)

GENERAL PROVISIONS

6. GENERAL PROVISIONS (continued)

the existence of the facts upon which the Secretary, or his duly authorized representative makes such findings shall be in issue and may be reviewed by any competent court.

12. In the event this contract is terminated as provided in paragraph (1) hereof, the Government shall be entitled not to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and that as a penalty, in addition to any other damages to which it may be entitled by law, to eventful damages in an amount not to exceed the amount of the contract, or his duly authorized representative, of which shall not be less than twice nor more than ten times the costs incurred by the Contractor in procuring any such gratuities to any such officer or employee.

13. The rights and remedies of the Government provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

7. DISPUTES. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Chief of the Bureau of Yards and Docks who shall render his decision in writing, and mail or otherwise furnish a copy of his decision to the Contractor. Within 30 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Chief of the Bureau of Yards and Docks a written appeal addressed to the Secretary of the Navy, and the decision of the Secretary, or his representative, or his duly authorized to hear such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of the appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Chief of the Bureau of Yards and Docks' decision. The term "Chief of the Bureau of Yards and Docks" as used herein shall include his duly appointed successor or his representative specially designated for this purpose.

8. EXAMINATION OF RECORDS. (1) The Contractor agrees that the Comptroller General of the United States or his duly authorized representative shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any, directly pertinent books, documents, papers, and records of the Contractor, including those related to this contract.

(2) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the Contractor agrees that the Comptroller General of the United States or his duly authorized representative shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any, directly pertinent books, documents, papers, and records of such subcontract involving transactions related to the subcontract. The term "subcontract" as used in this clause includes all purchase orders not exceeding \$1,000 and all subcontracts or purchase orders for public utility services situated abroad and for uniform supply contracts to the general public.

9. NONDISCRIMINATION IN EMPLOYMENT. (1) In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of the nondiscrimination clause.

(2) The Contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

10. AUTHORITY FOR NEGOTIATION. This contract is entered into as a result of negotiation pursuant to the authority of 40 U.S.C. 2304(b)(1) and any necessary determinations and findings or other supporting statement of justification prescribed by that Act or by the Armed Services Procurement Regulation have been made.

11. ADDITIONAL PROVISIONS. Provisions incorporated or incorporated by reference.



POLICY OF TITLE INSURANCE

ISSUED BY

Pioneer National Title Insurance Company

a California corporation, herein called the Company, for a valuable consideration

HEREBY INSURES

THE UNITED STATES OF AMERICA

hereinafter called the Insured, against loss or damage not exceeding the amount stated in Schedule A, together with costs and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of

any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage by the General Exceptions

all subject, however, to the provisions of Schedules A and B and to the General Exceptions and to the Conditions and Stipulations herein contained, which Conditions and Stipulations and General Exceptions, together with Schedules A and B are hereby made a part of this policy.

This policy shall not be valid or binding until countersigned below by a validating officer of the Company

In Witness Whereof, Pioneer National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A, the effective date of this policy.

Pioneer National Title Insurance Company

By *George B. Barber*
PRESIDENT

Attest: *John J. Egan*
SECRETARY

Countersigned:

By *Theodore R. Ruckelshaus*
Validating Signatory

AMERICAN LAND TITLE ASSOCIATION - U. S. POLICY FORM - 1963

AMERICAN LAND TITLE ASSOCIATION - U.S. POLICY FORM - 1963

GENERAL EXCEPTIONS

Governmental Powers

1 Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not insure against:

(a) consequences of the future exercise or enforcement or attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain under any existing or future law or governmental regulation, (b) consequences of any law, ordinance or governmental regulation, now or hereafter in force, (including building and zoning ordinances) limiting or regulating the use or enjoyment of the property, estate or interest described in Schedule A or the character, size, use or location of any improvement now or hereafter erected on said property

Matters Not of Record

2 The following matters which are not of record at the date of this policy are not insured against

(a) rights or claims of parties in possession not shown of record, (b) questions of survey, (c) easements, claims of easement or mechanics' liens where no notice thereof appears of record, and (d) conveyances, agreements, defects, liens or encumbrances, if any, where no notice thereof appears of record, provided, however, the provisions of this subparagraph 2(d) shall not apply if title to said estate or interest is vested in the United States of America on the date hereof

Matters Subsequent to Date of Policy

3 This policy does not insure against loss or damage by reason of defects, liens or encumbrances created subsequent to the date hereof

Refusal to Purchase

4 This policy does not insure against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A

GENERAL EXCEPTIONS

Encl. (13) to Chapter 2
of COMDTINST M11011.9B

Policy No. MDB-354 0007 01012 SCHEDULE A

Date of Policy June 15, 1979 @9:00/^{AM} Amount \$127,500.00

1. The estate or interest in the land described or referred to in this Schedule, covered by this policy is.

A fee

2. Title to the estate or interest covered by this policy at the date hereof is vested in

Wayne A. Johnson and Donald F. Johnson

**3. The land referred to in this policy is situated in the County of Dorchester
State of Maryland and is described as follows**

See attached Schedule "A" Continued

Policy No. MDB-354 0007 01012 SCHEDULE A

Schedule A (Continued)

MD B-354 0007 01012

Located in the City or Town of _____, County of Dorchester, State of Maryland

ALL that piece or parcel of land situate, lying and being on the Easterly side of the public road leading from Hills Point into Casson Neck, known as Casson Neck Road in the Eighth or Neck Election District, County of Dorchester, Maryland, and more particularly described in a survey made by Davis C. Kirby, Jr., Registered Surveyor, of J.R. McCrone, Jr., Inc., dated February, 1979, as follows:

BEGINNING for the same at an iron pipe on the Easterly side of the public road leading from Hills Point Road into Casson Neck, known as Casson Neck Road, said pipe being at the Southwesterly corner of the herein described land and the Northwesterly corner of the land of Constance McKinley (Liber P.L.C. No. 116, Folio 70) and bearing South 22 degrees 07 minutes 57 seconds East 191.07 feet with the said Casson Neck Road from a steel pin at the Southerly side of the land described in a deed from Alice J. Todd to Martha C. Maxwell-Engel and James Edwin Engel, dated September 28, 1959 and recorded in the Land Record Books of Dorchester County, Maryland under Liber P.L.C. No. 116, Folio 276, and from said place of beginning running by and with the said Casson Neck Road North 22 degrees 07 minutes 57 seconds West 52.98 feet to a point; thence by and with a new division line between the herein described land and the reserved land of Wayne A. Johnson and Donald F. Johnson, the following three courses and distances:

(1) North 87 degrees 11 minutes 43 seconds East 1161.77 feet to a point; thence
(2) North 05 degrees 29 minutes 35 seconds West 643.65 feet to a point; thence
(3) Continuing North 05 degrees 29 minutes 35 seconds West 67.31 feet, more or less,
to the waters of Hudson Creek; thence by and with the mean high-water line of the said Hudson Creek and the many meanderings thereof, generally, the following twelve courses and distances:

(1) South 32 degrees 09 minutes 26 seconds East 279.95 feet; thence
(2) South 71 degrees 23 minutes 42 seconds East 213.14 feet; thence
(3) Due East 159.00 feet; thence
(4) North 30 degrees 17 minutes 30 seconds East 116.97 feet; thence
(5) South 88 degrees 58 minutes 46 seconds East 393.06 feet; thence
(6) South 56 degrees 37 minutes 20 seconds West 101.79 feet; thence
(7) South 06 degrees 53 minutes 11 seconds West 208.50 feet; thence
(8) South 21 degrees 28 minutes 36 seconds East 262.21 feet; thence
(9) South 09 degrees 30 minutes 45 seconds West 187.58 feet; thence

Schedule A (Continued)

MD B-354 0007 01012

Located in the City or Town of _____, County of Dorchester, State of Maryland

ALL that piece or parcel of land situate, lying and being on the Easterly side of the public road leading from Hills Point into Casson Neck, known as Casson Neck Road in the Eighth or Neck Election District, County of Dorchester, Maryland, and more particularly described in a survey made by Davis C. Kirby, Jr., Registered Surveyor, of J.R. McCrone, Jr., Inc., dated February, 1979, as follows:

BEGINNING for the same at an iron pipe on the Easterly side of the public road leading from Hills Point Road into Casson Neck, known as Casson Neck Road, said pipe being at the Southwesterly corner of the herein described land and the Northwesterly corner of the land of Constance McFinley (Liber P.L.C. No. 116, Folio 70) and bearing South 27 degrees 07 minutes 57 seconds East 393.07 feet with the said Casson Neck Road from a steel pin at the Southerly side of the land described in a deed from Alice J. Todd to Martha C. Maxwell-Engel and James Edwin Engel, dated September 28, 1959 and recorded in the Land Record Books of Dorchester County, Maryland under Liber P.L.C. No. 116, Folio 276, and from said place of beginning running by and with the said Casson Neck Road North 22 degrees 07 minutes 57 seconds West 52.98 feet to a point; thence by and with a new division line between the herein described land and the reserved land of Wayne A. Johnson and Donald F. Johnson, the following three courses and distances:

- (1) North 87 degrees 11 minutes 43 seconds East 1161.77 feet to a point; thence
- (2) North 05 degrees 29 minutes 35 seconds West 643.65 feet to a point; thence
- (3) Continuing North 05 degrees 29 minutes 35 seconds West 67.31 feet, more or less,

to the waters of Hudson Creek; thence by and with the mean high-water line of the said Hudson Creek and the many meanderings thereof, generally, the following twelve courses and distances:

- (1) South 32 degrees 09 minutes 26 seconds East 279.95 feet; thence
- (2) South 71 degrees 23 minutes 42 seconds East 213.14 feet; thence
- (3) Due East 159.00 feet; thence
- (4) North 30 degrees 17 minutes 30 seconds East 116.97 feet; thence
- (5) South 88 degrees 58 minutes 46 seconds East 393.06 feet; thence
- (6) South 56 degrees 37 minutes 20 seconds West 101.79 feet; thence
- (7) South 06 degrees 53 minutes 11 seconds West 208.50 feet; thence
- (8) South 21 degrees 28 minutes 36 seconds East 262.21 feet; thence
- (9) South 09 degrees 30 minutes 45 seconds West 187.58 feet; thence

SCHEDULE A (CONTINUED)

Schedule A (Continued)

No MD B-354 0007 01012

~~(10) North 75 degrees 57 minutes 50 seconds West 152.55 feet; thence~~
(11) South 74 degrees 53 minutes 28 seconds West 207.16 feet; thence
(12) South 26 degrees 22 minutes 46 seconds West 94.06 feet;
to the aforesaid land of Constance McKinley; thence by and with the said
McKinley land the following four courses and distances:
(1) North 02 degrees 48 minutes 17 seconds 71 feet, more or less, to
a point; thence
(2) continuing North 02 degrees 48 minutes 17 seconds West 268.00
feet to a point; thence
(3) by and with the arc of a curve, deflecting to the right, the
chord of which bears South 73 degrees 38 minutes 34 seconds West 300.10
feet and which has a radius of 640.13 feet to a point. thence
(4) South 87 degrees 11 minutes 43 seconds West 1296.57 feet to
the place of beginning, containing 12.5269 acres of land, more or less.
This land is being acquired for the U.S. Coast Guard.

BEING a part of the land described in a deed from Constance McKinley
to Wayne A. Johnson and Donald F. Johnson, dated October 3, 1975 and
recorded in the Land Record Books of Dorchester County, Maryland under
Liber P.L.C. No. 191, Folio 684 and being more particularly shown upon
a map made by Davis C. Kirby, Jr., Registered Land Surveyor No. 3848,
entitled "Map Showing Division Of The Land Of Wayne A. Johnson And
Donald F. Johnson".

SCHEDULE A (CONTINUED)

Schedule B

No MD B-354 0007 01012

Part I

This policy does not insure against loss or damage by reason of the following

1. Taxes and other public charges (including assessments by any county, commission, municipality or metropolitan district) payable on an annual basis has been paid through fiscal year ending June 30, 1979. However, this policy does not insure against possible future levies, nor against such public charges, nor assessments, nor the balance thereof, for existing or proposed improvements, whether levied or assessed, or to be levied or assessed.
2. Subject to a fifty (50) foot right-of-way for the use of Constance McKinley, land.
3. Subject to a right-of-way to The Choptank Electric Cooperative, Inc., dated June 25, 1976, as recorded in Liber RSM 59/370.
4. Subject to a right-of-way between Wayne A. Johnson and Donald F. Johnson and Constance McKinley, dated October 3, 1975.
5. Subject to a reservation of a fifty (50) foot wide right-of-way for the benefit of the grantors (Wayne A. Johnson and Donald F. Johnson, their heirs, successors and assigns).
6. Subject to the portion of the property which may lie beyond the natural mean high water mark.
7. Subject to the portion of the land or improvements including within the description of the land insured, which comprises filled land or improvements into the beds of navigable waters which is subject to the navigation servitude and regulatory power of the Federal Government, including power to cause removal of said filled land or improvements without payment of compensation and any lands filled subsequent to July 1, 1970, or lying below mean high tide on or after said date are also subject to the regulatory power of the State of Maryland over wetlands, including the power, in the event of failure to comply with state law, to require restoration of said land to its former condition.

SCHEDULE B

SAMPLE

CONDITIONS AND STIPULATIONS

NOTICE OF ACTIONS

1. If any action or proceeding shall be begun or defense asserted which may result in an adverse judgment or decree resulting in a loss for which this Company is liable under this policy, notice in writing of such action or proceeding or defense shall be given by the Attorney General to this Company within 90 days after notice of such action or proceeding or defense has been received by the Attorney General, and upon failure to give such notice then all liability of this Company with respect to the defect, claim, lien or encumbrance asserted or enforced in such action or proceeding shall terminate. Failure to give notice, however, shall not prejudice the right of the party insured, (1) if the party insured shall not be a party to such action or proceeding, or (2) if such party, being a party to such action or proceeding, be neither served with summons thereon nor have actual notice of such action or proceeding, or (3) if this Company shall not be prejudiced by failure of the Attorney General to give such notice.

NOTICE OF WRITS

2. In case knowledge shall come to the Attorney General of the issuance or service of any writ of execution, attachment or other process to enforce any judgment, order or decree adversely affecting the title, estate or interest insured, said party shall notify this Company thereof in writing within 90 days from the date of such knowledge, and upon a failure to do so then all liability of the Company in consequence of such judgment, order or decree or matter thereby adjudicated shall terminate unless this Company shall not be prejudiced by reason of such failure to notify.

DEFENSE OF CLAIMS

3. This Company agrees, but only at the election and request of the Attorney General of the United States to defend at its own cost and expense the title, estate or interest hereby insured in all actions or other proceedings which are founded upon or in which it is asserted by way of defense, a defect, claim, lien or encumbrance against which this policy insures provided however, that the request to defend is given within sufficient time to permit the Company to answer or otherwise participate in the proceeding. If any action or proceeding shall be begun or defense be asserted in any action or proceeding affecting or relating to the title, estate or interest hereby insured and the Attorney General elects to defend at the Government's expense, the Company shall upon request, cooperate and render all reasonable assistance in the prosecution or defense of such proceeding and in prosecuting appeals.

If the Attorney General shall fail to request and permit the Company to defend, then all liability of the Company with respect to the defect, claim, lien or encumbrance asserted in such action or proceeding shall terminate, provided however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest such defenses and actions as it shall conceive should be taken and the Attorney General shall present the defenses and take the actions of which the Company shall advise him in writing, then the liability of the Company shall continue, but in any event the Company shall permit the Attorney General without cost or expense to use the information and facilities of the Company for all purposes which he thinks necessary or incidental to the defending of any such action or proceeding or any claim asserted by way of defense therein and to the prosecuting of an appeal.

COMPROMISE OF ADVERSE CLAIMS

4. Any compromise, settlement or discharge by the United States or its duly authorized representative of an adverse claim, without the consent of this Company shall bar any claim against the Company hereunder. Provided, however, that the Attorney General may at his election submit to the issuing company for approval or disapproval any proposed compromise, settlement or discharge of an adverse claim, and in the event of the consent of the issuing company to the proposed compromise, settlement or discharge it shall be liable for the payment of the full amount paid.

STATEMENT OF LOSS

5. A statement in writing of any loss or damage sustained by the party insured and for which it is claimed this Company is liable under this policy shall be furnished by the Attorney General to this Company within 90 days after said party has notice of such loss or damage and no right of action shall accrue under this policy until 30 days after such statement shall have been furnished. No recovery shall be had under this policy unless suit be brought thereon within one year after said period of 30 days. Failure to furnish such statement of loss or to bring such suit within the times specified shall not affect the Company's liability under this policy unless this Company has been prejudiced by reason of such failure to furnish a statement of loss or to bring such suit.

POLICY REDUCED BY PAYMENTS OF LOSS

6. All payments of loss under this policy shall reduce the amount of this policy pro tanto.

AMENDMENT OF POLICY

7. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

NOTICES, WHERE SENT

8. All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to it at the office which issued this policy or to its Home Office, Claims Department, 433 South Spring Street, Los Angeles, California 90013.



Pioneer National Title Insurance Company

HOME OFFICE
433 South Spring Street
Los Angeles, California 90013

PIONEER NATIONAL TITLE INSURANCE COMPANY

Encl. (14) to Chapter 2
of COMDTINST M11011.9B

GENERAL WARRANTY DEED

THIS DEED, made this _____ day of _____, in the year Nineteen Hundred and Seventy-Nine (1979), by and between _____, married, of the first part; and THE UNITED STATES OF AMERICA, of the second part.

WITNESSETH, that in consideration of the sum of _____, the receipt whereof is hereby expressly acknowledged, the said _____ do hereby grant and convey unto THE UNITED STATES OF AMERICA, and its assigns, in fee simple.

ALL that piece or parcel of land situate, lying and being on the Easterly side of the public road leading from Hills Point into Bowers Neck, known as Bowers Neck Road in the Eighth or Neck Election District, County of Dorchester, Maryland, and more particularly described in a survey made by Davis C. Kirby, Jr., Registered Surveyor of J.R. Ewing, Jr., Inc., dated February, 1979, as follows:

BEGINNING for the same at an iron pipe on the Easterly side of the public road leading from Hills Point Road into Bowers Neck,

BEING a part of the land described in a deed from to _____, dated _____ and recorded in the Land Record Books of _____ County, Washington under Liber P.L.C. 191, Folio 684 and being more particularly shown upon a map made by Davis C. Kirby, Jr., Registered Land Surveyor No. 3848, entitled "Plat Showing Division of The Land of _____."

The United States Coast Guard is the Federal Agency for which the property is being acquired.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, streets, strips, gores, roads, waters, privileges, appurtenances and advantages to the same belonging, abutting, adjoining, or otherwise appertaining.

SUBJECT to the following rights outstanding in third parties:

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with all rights, privileges, appurtenances advantages thereto belonging or appertaining unto and to the proper use and benefit of the said The United States of America and its assigns, in fee simple.

Encl. (14) to Chapter 2
of COMDTINST M11011.9B

AND the said _____ hereby covenant that they will warrant generally the property hereby conveyed, that they are seized of the property hereby conveyed, that they have the right to convey said land, that the said United States of America and its assigns shall quietly enjoy said land, that they have done no act to encumber said land, and that they will execute such other and further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

ATTEST:

(SEAL)

(SEAL)

STATE OF _____, TO WIT:


I HEREBY CERTIFY, that on this _____ day of _____ 1979, before the subscriber, a Notary Public of the State of _____, in and for the County aforesaid, personally appeared _____, the above named Grantors and acknowledged the foregoing deed to be their respective act.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

July 1, 1983

GENERAL SERVICES ADMINISTRATION UTILIZATION AND DISPOSAL SERVICE		1. GSA CONTROL NO.	THIS BLOCK FOR USE BY AGENCY RECEIVING REQUEST	
REQUEST FOR TRANSFER OF EXCESS REAL PROPERTY AND RELATED PERSONAL PROPERTY		2. DATE OF REQUEST	DATE REQUEST RECEIVED	
3. TO (Name and address of agency being requested to transfer the property) General Services Administration, Region 2 26 Federal Plaza New York, New York 10007		4. FROM (Name and address of agency requesting transfer of the property) Department of Transportation U.S. Coast Guard Headquarters 400 7th St. S.W. Washington, D.C. 20590		HOLDING AGENCY NO. (If any)
				ACQUISITION COST \$
				APPRAISED FAIR MARKET VALUE \$
				REIMBURSEMENT \$
5. REQUESTING AGENCY'S REPRESENTATIVE TO BE CONTACTED FOR FURTHER INFORMATION (Name and address) Commander (f) Seventh Coast Guard District Federal Building, 51 SW 1st. Ave. Miami, Florida 33130		6. PROPERTY IDENTIFICATION AND ADDRESS 4.8+ acre athletic field U.S. Naval Station, West Annex Roosevelt Roads, Puerto Rico		
7. REAL PROPERTY REQUESTED				
A. STRUCTURES		B. LAND		C. UTILITIES
USE (a)	NUMBER OF BUILDINGS (b)	FLOOR AREA (Sq. Ft.) (c)	GOVERNMENT'S INTEREST (d)	
(1) OFFICE			4.8+	
(2) STORAGE				
(3) OTHER (Specify)				
(4) TOTAL			4.8+	
8. RELATED PERSONAL PROPERTY REQUESTED None				9. ARE FUNDS AVAILABLE FOR REIMBURSEMENT FOR THE TRANSFER OF THIS PROPERTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
10. CERTIFICATION Certification is hereby made that this Agency has a need for the property identified above to carry on an approved program that the transfer thereof to this Agency for the purposes indicated would be in accord with the intent of Congress with respect to such program; and that the intended use thereof would be consistent with the policy guidelines expressed in the Bureau of the Budget Circular No. A-2, dated October 18, 1955 and in GSA Reg. FPMR (41CFR) 101-47.201-1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100. The statement of justification under block 11 below for the transfer of the property requested is complete and accurate.				
 (Signature)		J. B. HAYES Admiral, U.S. Coast Guard Commandant (Title)		19 JUL 1979 (Date)
11. STATEMENT OF JUSTIFICATION (This statement must include data with respect to all factors covered in item 11 of the Instructions for the Preparation of GSA Form 1334. See GSA Reg. FPMR (41CFR) 101-47.203-7)				
<p>a. Specific Use of Property - This athletic field is to be used in support of those personnel located at the Coast Guard Air Station Borinquen, which is comprised of a portion of the former U.S. Naval Station, West Annex, Roosevelt Roads, Puerto Rico. Borinquen is on the far western end of Puerto Rico, three hours driving time from San Juan, and the air station complex is the only English-speaking concentration in the area.</p> <p>The recreational facilities for Coast Guard personnel as well as Department of Defense personnel, U. S. civilian employees and all their dependents (approximately 500 people) in the local area are non-existent; therefore, we are faced with providing our own. The athletic</p>				

GSA WASH DC 85-11384 (If more space is required, attach additional 8x10 1/2 pages hereto)

GSA FORM 1334

REQUEST FOR TRANSFER OF EXCESS REAL PROPERTY AND
RELATED PERSONAL PROPERTY-GSA FORM 1334 SEP 64

Item 11a. Continued.

field itself has been and will be used for all personnel to include such activities as "all hands" outings, softball, soccer, football and general recreation, to include future activities (tennis, racquetball) as well as Little League activities. This facility is presently utilized approximately 22 hours per week. The field is also particularly attractive from a security standpoint. Experience has shown that dedicated facilities suffer a high damage rate by local inhabitants due primarily to vandalism when not secured.

Acquisition of the athletic field by the Coast Guard will not only allow for specific use and control, but will also provide the opportunity for joint Puerto Rican-Coast Guard use without jeopardizing the security of the adjacent housing area. This joint use will, of course, enhance community relations. It has thus far developed a very cooperative effort between a local Lions Club and the air station in the promotion of a local Little League.

The mission of the Coast Guard at its present facility is not scheduled for substantial curtailment or termination.

b. Program - This is an approved program based on the Authority of Title 14 U.S.C., Section 93.

c. Appropriation - Acquisition, Construction and Improvement 69X2400 and Operating Expense 69X0201.

d. Present Property - Coast Guard Air Station, Borinquen, Puerto Rico.

e. Impact on the Human Environment - No impact on the human environment is anticipated as the property use will remain essentially the same.

f. Other suitable Property - Because of the unique location of this property, no other property would be suitable for our intended use.

Encl. (16) to Chapter 2
of COMDTINST M11011.9B

CERTIFICATION OF NON-AVAILABILITY OF FUNDS

I, J. B. HAYES, U. S. Coast Guard, do hereby,
state that the United States Coast Guard has no funds
currently available for reimbursement for the requested
athletic field, and that funds programmed and appropriated
for the acquisition of real property are so restricted
by firm obligations and commitments that they cannot
be freed for the purpose of reimbursement.

/s/ J.B. HAYES
Admiral, U.S. Coast Guard
Commandant

SUPPORTING FINANCIAL STATEMENT

When the Navy Fuel Storage Facility of Catano, Puerto Rico and Department of the Army, Ft. Buchanan Military Reservation, San Juan, Puerto Rico were closed, the need for the two navigational lights remained. These aids to navigation lights have been in their present locations since 1942. Agreements were entered into for the lights in 1971. A permit from the Army was obtained for the Front Range Light, and a license from the Navy was obtained for the Rear Range Light.

It came to the Coast Guard's attention in June 1978 that the properties had been declared excess. At that time GSA was notified that the Coast Guard had a continuing need for the two aids and requested an easement for each light which would include the right of ingress and egress to the lights for operational maintenance purposes.

The 1979 and 1980 budgets for the Coast Guard were prepared under austere guidelines. The constraints have left undone a substantial number of projects throughout the Coast Guard which are required to maintain its operational capabilities. In large measure, projects to acquire permanent interest in real estate for smaller aids to navigation has not been addressed because of the very small parcels required for the structures and the distances between them. Usually, the land use can be obtained at no cost to the Coast Guard through the use of easements from local governments and individuals and permits and agreements with other federal agencies. This practice has made it possible to have funds to procure vessels and aircraft to continue the performance of the Coast Guard's various other legislated missions.

The acquisition of the easements to permit these range lights to remain in the present location would make it possible for the Coast Guard to continue its service to the mariner at this location. These range lights are essential for the mariner to safely transit the channel. To benefit the mariner these lights must be placed at the specific locations. Without proper location, the lights would serve no purpose.

It is not possible for the Coast Guard to provide reimbursement for the desired easements which have been requested without curtailing its limited budget now programmed to satisfy higher priority operational and support missions. The Coast Guard would not be justified in returning to the Congress for an appropriation for this reimbursement when it has a backlog of requirements for funds for its operational facilities. For these reasons, it is requested that the property be transferred to the Coast Guard without reimbursement.

Encl. (17) to Chapter 2
of COMDTINST M11011.9B

OFFER TO EXCHANGE REAL PROPERTY

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the United States of America and its assigns, the fee simple title to the following described land, with the building and improvements thereon, and all rights, hereditaments, easements, and appurtenances thereunto belonging, having an agreed monetary value of _____ located in the County of _____, State of _____ bounded and described as follows:

Subject to the following rights outstanding in third parties:

Excepting and reserving only the following rights and interests in the above described property: (Namely:)

The terms and conditions of this offer are as follows:

- (1) The Vendor agrees that this offer may be accepted by the United States through any duly authorized representative, by delivering, mailing, or telegraphing a notice of acceptance to the Vendor at the address stated below, at any time within _____ () month(s) from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.
- (2) The United States of America agrees to convey by quitclaim deed to the Vendor all of its right, title, and interest in the land described in Schedule A, on the acceptance of this offer and approval of the Vendor's title; provided the Vendor can execute and deliver a good and sufficient general warranty deed conveying Vendor's land with the hereditaments and appurtenances thereunto belonging to the United States of America and its assigns, in fee simple, free and clear from all liens and encumbrances, together with all right, title, and interest of the Vendor in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights of way abutting or adjoining said land.
- (3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to the United States and the procurement of the necessary title evidence to the land that will be conveyed to the United States.

- (4) It is agreed that the Vendor will defray the expenses incident to the preparation and recordation of the deed to the Vendor and the procurement of the necessary title evidence to the land that will be conveyed to the Vendor.
- (5) The Vendor agrees that all taxes, assessments, and encumbrances which are a lien against the land at the time of conveyance to the United States shall be satisfied of record by the Vendor at or before the transfer of title; that the Vendor will, at the request of the United States and without prior tender of the quitclaim deed from the United States, execute and deliver the general warranty deed to the United States, pay the documentary revenue stamp tax, and obtain and record such other curative evidence of title as may be required by the United States.
- (6) Each Grantor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Grantor until the title to the land and deed to the respective Grantee have been accepted by the respective Grantee through its duly authorized representative or until the right of occupancy and use of the land, as hereinbelow provided for, has been exercised by the respective Grantee. In the event that such loss or damage occurs, the respective Grantee may, without liability, refuse to accept conveyance of the title, it may also elect to accept conveyance of title to such property, in which case there shall be an equitable monetary adjustment based upon a reappraisal of the damaged property.
- (7) The Vendor agrees that the United States may acquire title to said land by condemnation or other judicial proceeding, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the monetary value stated above shall be the full amount of the award of just compensation, inclusive of interest, for the taking of said land; agrees that any and all awards of just compensation that may be made in the proceeding to any defendant shall be payable and deductible from the said amount; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for the payment of the right of occupancy and use hereinafter provided for in paragraph 8.
- (8) As additional consideration for the conveyance of the land described in Schedule A, the Vendor hereby grants to the United States the right of immediate occupancy and use of the land for any purpose whatsoever from and after the acceptance by the United States of this offer until such time as said land is conveyed to the United States. Upon demand, the Vendor will immediately vacate the property and deliver possession to the United States.

- (9) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States and to execute any instrument deemed necessary to convey to the United States any separate or community estate or interest in the subject property and to relinquish and release any dower, courtesy, homestead, or other rights or interests of such spouse therein.
- (10) The Vendor agreement represents a condition of acceptance of this offer, and no member or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.
- (11) GRATUITIES.
- (a) The government may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this agreement if it is found, after notice and hearing, by the Secretary of Transportation or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the government with a view toward securing this agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such agreement: Provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed by any competent court.
- (b) In the event this agreement is terminated as provided in Paragraph (a) hereof, the government shall be entitled (i) to pursue the same remedies against the Vendor as it could pursue in the event of breach of the contract by the Vendor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee.

- (11) (c) The rights and remedies of the government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.
- (12) COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees or bonafide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the government shall have the right to annul this agreement without liability or in its discretion to deduct from the purchase price the full amount of such commission, percentage, brokerage, or contingent fee. The government agrees that this covenant shall not apply to licensed real estate agents performing their normal functions.
- (13) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.
- (14) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

Signed, Sealed, and Delivered this _____ day of _____

Witness Vendor (Seal)

Witness Spouse or Vendor (Seal)

Notice of acceptance of this offer is to be sent to:

Encl. (17) to Chapter 2
of COMDTINST M11011.9B

ACCEPTANCE OF OFFER TO EXCHANGE REAL PROPERTY

The Offer of the Vendor contained herein is hereby accepted for and on behalf of the United States of America.

(Name and Title)

WITNESS: _____

CERTIFICATION BY NOTARY PUBLIC:

Encl. (18) to Chapter 2
of COMDTINST M11011.9B

QUITCLAIM DEED (EXCHANGE OF USA REAL PROPERTY)

KNOW ALL PERSONS BY THESE PRESENTS: That the UNITED STATES OF AMERICA, GRANTOR, acting by and through the SECRETARY OF TRANSPORTATION, under and pursuant to the powers and authority contained in the provisions of 14 United States Code, section 92(g) and delegation contained in 49 Code of Federal Regulations, Part 1 and further delegated by the Commandant, U. S. Coast Guard, for and in consideration of the acquiring of certain lands in _____, hereby acknowledged, does hereby remise, release and quitclaim to _____, Grantee, all of the Grantor's right, title and interest in the following described property:

Parcel A

The point of beginning of the description of Parcel A is

Parcel B

Parcel B comprises

This deed is executed and delivered to _____ and its _____, without any other covenants whatsoever, either express or implied.

The true consideration or mutual benefit for this conveyance is, respecting Grantee, that Grantee will acquire Grantor's right, title and interest in Parcels A and B, respecting Grantor, that Grantor will acquire Parcels C and D (the subjects of a separate deed).

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF TRANSPORTATION, or his delegee has caused these presents to be executed in its name and behalf this _____ day of _____ 19____.

UNITED STATE OF AMERICA
ACTING BY AND THROUGH THE
SECRETARY OF TRANSPORTATION

BY
U. S. COAST GUARD

Encl. (18) to Chapter 2
of COMDTINST M11011.9B

I hereby certify that on this _____ day of _____
19____, _____ personally appeared before me, known
to me to be the person described in and who executed the hereunto
QUITCLAIM DEED, and who acknowledged the execution thereof to be his
official act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this _____ day of _____, 1980.

My commission expires:

Notary Public

Encl. (19) to Chapter 2
of COMDTINST M11011.9B

DECLARATION OF TAKING

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF ALASKA

UNITED STATES OF AMERICA

Plaintiff,)	DECLARATION
)	
vs.)	OF
)	
_____)	TAKING
_____)	
_____)	CIVIL NO. _____
_____)	
_____)	

Defendants

DECLARATION OF TAKING

TO THE HONORABLE,
THE UNITED STATES DISTRICT COURT:

I, _____, Command of the United States Coast Guard,
do hereby declare that:

1. (a) The land hereinafter described is taken under and in accordance with the Act of Congress approved February 26, 1931 (46 Stat. 1421, 40 U.S.C. 258a); the Act of Congress approved August 1, 1888 (25 Stat. 357, 40 U.S.C. 257); 14 U.S.C. 92(f) section 6(b)(1) of the Department of Transportation Act (Public Law 89-670, 80 Stat. 938, 49 U.S.C. 1655(b)(1); 14 U.S.C. 93(j), which act authorizes the operation of shore establishments by the Coast Guard; and the Act of Congress approved November 30, 1979 (Public Law 96-131, 93 Stat. 1023), which act appropriated funds for such purposes, and acts supplementary and amendatory to the foregoing acts.

(b) The Public uses for which said land is taken are as follows: The acquisition of the right of ingress and egress by pedestrian or vehicle traffic to a storage and administration building and the floating moorings for two United States Coast Guard Cutters, to ensure that the Coast Guard can effectively carry out its missions, enumerated in Title 14, United States Code and specifically the establishment and maintenance of aids to navigation authorized by 14 U.S.C. Section 81 and the saving of life and property authorized by 14 U.S.C. Section 88, and for such other uses as may be authorized by Congress or by Executive Order.

Encl. (19) to Chapter 2
of COMDTINST M11011.9B

2. A general description of the land being taken is set forth in Schedule "A" attached hereto and made a part hereof, and is a description of the same land described in the complaint in the above entitled cause.

3. A plan showing the land taken is annexed hereto as Schedule "B" and made a part hereof.

4. The estate taken for said public use is an easement in, across and over certain land and a wharf situated thereon described as _____ for a period of 18 months beginning _____ or with the date of possession under this proceeding, the estate consisting of the right of the government, its representatives, agents, and employees to walk upon the wharf at any time and to drive a United States Government vehicle onto the wharf, no more than 2 times per day, for no more than 15 minutes per trip at times least disruptive to the operation of the fish processing facility and after receiving permission to do so from the manager, which permission shall not be unreasonably withheld, for the purpose of going from the shoreline in the vicinity of _____ to the U.S. Coast mooring, located at _____; reserving, however, to the landowners, their heirs, executors, administrators, successors and assigns all right title and privilege as may be used and enjoyed without interfering with or abridging the rights being acquired.

5. The sum estimated by me as just compensation for said lands, with all buildings and improvements thereon and all appurtenances thereto, and including any any all interests hereby taken in said lands, are set forth in Schedule "A" herein, which sum I cause to be deposited in the registry of the said court for the use and benefit of the persons entitled thereto. I am of the opinion that the ultimate award for said land probably will be within any limits prescribed by law on the price to be paid therefor.

IN WITNESS WHEREOF, the United States of America, by its Commandant of the United Coast Guard, thereunto authorized by 49 CFR 1.45(a)(2) and 49 CFR 1.46(b), has caused this declaration to be signed in its name by said _____, Commandant of the United States Coast Guard, this _____ day of _____ A.D. 19__, in the city of Washington, District of Columbia.

Encl. (19) to Chapter 2
of COMDTINST M11011.9B

SCHEDULE "A"

The land which is the subject matter of this proceeding is situated in the _____, State of _____. A description of the lands taken, together with the names and addresses of purported owners thereof, and a statement of the sums estimated to be just compensation therefor, are as follows:

Lot T-199, Tidelands Addition Alaska Tidelands Survey

Name and address of the purported owner of the land:

Name and address of additional parties having or claiming an interest in the land:

None

Estimated Compensation: \$10,000.00

SCHEDULE "B"

Sheet 5 of 13 Tidelands Addition, Survey No. (Rev 12/63) (Attached)

RIGHT-OF-ENTRY PERMIT

1. For and in consideration of the sum of \$1.00 and other valuable consideration, the receipt of which are hereby acknowledged, I (we) _____, hereinafter called the Owner of the following described property located in _____ County, State of _____:

do hereby grant to the Coast Guard hereinafter called the government, the right and privilege to enter upon the land described herein for the purpose of _____

_____.

2. All tools, equipment, buildings, improvements and other property taken upon or placed upon the land by the government shall remain the property of the government and shall be removed by the government within _____ days after the expiration of this right-of-entry permit.

3. It is understood and agreed that if the government does not acquire title or other necessary interest in said land prior to the expiration of this permit, the government or its agents on said lands, in the exercise of right under this permit, and shall repair such damage, or in lieu thereof and at the option of the government, shall make a cash settlement with the owner.

4. This agreement shall become effective upon date of the execution by both parties hereto and shall remain in force for _____ days from said date.

5. No member or a delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or any benefit to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

Owner

THE UNITED STATES OF AMERICA

Executed this _____ day of _____, 19_____
By _____
Title _____
Date _____

CERTIFICATION OF INSPECTION AND POSSESSION

I, _____, Attorney-at-Law for the United States Coast Guard, Department of Transportation, hereby certify that on the _____ day of _____, 1987, I made a personal examination and inspection of that certain tract or parcel of land together with the improvements thereon situated in Queen Anne's County, State of Maryland, designated as Lot Numbers 416, 417 and 418, Section No. 1 of Chester Harbor, and containing 0.679 of an acre, which is proposed to be acquired by the United States of America in connection with the Stillpond Station Family Housing Project from Harry J. Lightower and Diane M. Lightower, his wife.

(1) That I am fully informed as to the boundaries, lines and corners of said tract; that I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land; that I made careful inquiry of the above named vendors, who are the sole occupants of said land and ascertained that nothing had been done on or about said premises within the past 60 days that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

(2) That I also made inquiry of the above named vendors as to their rights of possession and the rights of possession of any person or persons known to them, and neither found any evidence nor obtained any information showing or tending to show that any person had any right to possession or other interest in said premises adverse to the interest of the above named vendors or the United States of America.

(3) That I was informed by the above named vendors that to the best of their knowledge and belief there is no outstanding unrecorded deed, mortgage, lease, contract, or other instrument adversely affecting title to said premises.

(4) That to the best of my knowledge and belief after actual and diligent inquiry and physical inspection of said premises there is no evidence whatever of any vested or accrued water rights for mining, agriculture, manufacturing, or other purposes; nor any ditches or canals constructed by or being used thereon under the authority of the United States, nor any exploration or operations whatever for the development of coal, oil, gas, or other materials on said land; and that there are no possessory rights now in existence owned or being actively exercised by any third party under any reservation contained in any patent of patents heretofore issued by the United States for said land.

Encl. (21) to Chapter 2
COMDTINST M11011.9B

(5) That to the best of my knowledge and belief based upon actual and diligent inquiry there is no outstanding right whatsoever in any person to the possession of said premises of any outstanding rights, title, interest, lien, or estate, existing or being asserted in or to said premises except such as are disclosed and evidenced by the public records.

(6) That said premises are now occupied by the vendors and by no one else.

DATED this ____ day of _____, 1987.

ATTORNEY-U.S. COAST GUARD
Maintenance and Logistics Command Atlantic

Encl. (22) to Chapter 2
of COMDTINST M11011.9B

CLOSING STATEMENT

SELLER: Donald F. Lightower and DATE OF CLOSING: August 30, 1987
Wayne A. Lightower

SALE PRICE: \$127,500.00 ADDRESS OR DESCRIPTION OF PROPERTY:
East side Casson Neck Road, 8th
Election District

ADDRESS: 322 Station Street
CITY: Cambridge STATE: Maryland COUNTY: Dorchester

SALE PRICE: One Hundred Twenty-Seven
Thousand Five Hundred Dollars
(\$127,500.00) \$127,500.00

Payment in full of principal of existing

First Mortgage	
Principal to: First National Bank	<u>\$ 26,525.76</u>
Interest thereon from 10/3/86 to 8/30/87	<u>1,924.39</u>
Payment of Second Mortgage or other Liens	<u>NONE</u>
Delinquent Taxes	<u>NONE</u>
Taxes	<u>15.90</u>
Recording Fees	<u>21.00 (p.o.c.)</u>
Revenue Stamps	<u>NONE</u>
Real Estate Commission	<u>NONE</u>
Examination of Title, Document Preparing, Closing	<u>747.75 (p.o.c.)</u>
Title Insurance-Pioner Title of Maryland	<u>385.00 (p.o.c.)</u>
Option Deposit	<u>6,375.00</u>
Balance Due Seller	<u>92,658.95</u>
Balance due United States of America	<u>0.00</u>
TOTAL	<u>\$127,500.00</u>

Encl. (22) to Chapter 2
of COMDTINST M11011.9B

The above is a complete, true and correct account of funds received and disbursed by me in closing the sale of property described at the head of this Statement.

ATTEST: _____

Attorney-U.S. Coast Guard

DATE: _____

We have examined the above Statement and find it correct. This acknowledges that \$127,500.00 has been disbursed as above with our approval and for our account and benefit, which said sum is the sale price set forth in our Option Agreement with the United States of America, and we acknowledge receipt of the balance us as shown above.

Seller(s)

Encl. (23) to Chapter 2
of COMDTINST M11011.9B

CERTIFICATION OF NON-INTERFERENCE

I certify that as pertains to Lot Numbers 416, 417 and 418, as shown on a Plat entitled, "Section No. 1 of Chester Harbor," which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T. S. P. No. 49, Folio 39, presently owned by Harry J. Lightower and Diane M. Lightower his wife, the following easements and encumbrances will not interfere with Coast Guard's contemplated use of the existing house and property for Stillpond Station Family Housing purposes:

(1) Right-of-Way Easement to Choptank Electric Cooperative, Inc., dated December 15, 1975, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C. W. C. No. 103, Folio 731. Purpose - to construct, maintain and operate electric lines.

(2) Those conditions and restrictions which are still in effect and contained in the deed from Chester Harbor, Inc., to James J. Lightower and Kathleen C. Lightower, his wife, dated October 15, 1975, and recorded among the land records for Queen Anne's County, Maryland, in Liber C. W. C. No. 98, etc. A copy of said restrictions which remain in effect is attached to this certificate.

Dated this _____ day of _____, 1987.

By _____
B. E. KEATON
Attorney at Law
Maintenance and Logistics
Command Atlantic

REVERSE BLANK

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CHAPTER 3. ACQUISITION OF NON-PERMANENT INTEREST

A. Introduction. The location of material within this chapter is arranged with sections which first establish the Requirement and Site Selection Considerations, applicable to all acquisitions. These are followed by six sections, independent of each other, that provide procedures on how to acquire real property by lease, permit, license, use agreement, support agreement or through the General Services Administration's (GSA) leasing procedures (Federal Buildings Fund Rent System). Additional information is provided for the preparation of Condition Reports and Boards of Restoration.

1. Policy.

- a. It is the policy of the Coast Guard to acquire and use non-permanent (temporary) interest in real property only where it is economically advantageous and circumstances do not dictate the need for fee title. It is also Coast Guard policy to use non-federally owned property only when suitable federal property is not available. The priority order of real property use will be as follows:
 - (1) Coast Guard controlled.
 - (2) Other federal agency controlled.
 - (3) State and local government owned.
 - (4) Privately owned.
- b. All use will be for purposes that are consistent with the highest and best use of the property under consideration. Therefore, prior to initiating action to acquire non-permanent interest in real property, program/support managers shall review existing holdings to determine if:
 - (1) The requirement can be met through improved use of property presently controlled.
 - (2) If the new requirement cannot be met by existing property holdings, determine whether other federal agency holdings are available by joint use, transfer, use agreement or permit.
 - (3) If none of the above options are available for the programmed project, determine whether property under lease is available.
 - (4) If the owner is unwilling to grant a lease, determine whether a license would be acceptable.

3-B. Establish the Requirement. The requirement for acquiring real property for Coast Guard use or interests will usually result from changing or expanding programs or from the implementation of new program initiatives. In some additional cases, the requirement may result from the changing character of the surrounding neighborhood. The administrative and management processes for identifying the requirement are associated with the planning, programming and budgeting actions. The Long-Range View, Comprehensive Plan, and Planning Proposal are the documents that will usually identify the requirement for real property acquisition. The commander, maintenance and logistics command (MLC) or commanding officer of a Headquarters unit is the key person in determining that a requirement exists and developing the necessary supporting documentation.

C. Site Selection Considerations. The following paragraphs highlight specific areas of concern when contemplating acquiring real property. These are to be considered during the Planning Proposal process and be reviewed and updated during subsequent phases.

1. DOT Order 1100.34A.

This Order requires that a review process be established for all major and minor acquisitions and expansions. For major actions a Site Evaluation Report is submitted to Commandant (G-ECV), and for minor actions the documentation is placed in the property file at the concerned command. Enclosure (2) to chapter 2 promulgates the requirements of this Order. Major acquisitions and expansions require advance Office of the Secretary of Transportation (OST) coordination. It is extremely important that the actions required by enclosure (2) to chapter 2 be coordinated with the planning, programming and budgeting process to avoid duplication of effort. Housing is not included under the requirements of this Order. Likewise, expansions to existing facilities which do not involve land acquisition are not covered by this Order. However, acquisition of improvements, without the underlying land, not previously controlled by the Coast Guard, would be considered an expansion.

2. DOT Order 4300.2. This Order developed for larger, unique acquisitions requires that OST give approval before initiating any action that will lead to the acquisition of certain categories of real property. Enclosure (3) to chapter 2 promulgates the requirements of this Order.

3. DOT Order 4320.1. This Order requires that preference be given to locating new offices and other facilities in rural areas. For certain facilities advance OST approval is required. Enclosure (4) to chapter 2 promulgates the requirements of this Order.

- 3-C-4. Intergovernmental Review of Department of Transportation Programs and Activities. Executive Order 12372 was implemented in the Department of Transportation by 49 CFR 17 issued 24 June 1983. DOT Order 4600.13 and COMDTINST 5740.7 detail procedures for the system of intergovernmental consultation involving a review of all proposed projects.
5. Parking. "Parking" means vehicle parking spaces under the jurisdiction and control of the Coast Guard which are used for parking government vehicles, other official vehicles, visitor vehicles, and the privately owned vehicles of military members, civilian employees, contractor personnel and non-appropriated fund employees. On Coast Guard units, parking facility criteria contained in Construction Criteria Manual (DOD Instruction 4270.17), or NAFAC P-80 Facility Planning Factor Criteria for Navy and Marine Corps shore installations, applies and should accompany all AC&I Project Proposal Reports. Appropriated funds may not be used for leasing of parking spaces for privately owned vehicles unless specifically authorized by Congress. See 43 Comptroller General 131, 55 Comptroller General 1197 and FPMR 101-17.101-6 and 101-20.111.
6. Land Use Constraints. Some classes of land have been the subject of legislation that essentially removes them from consideration for Coast Guard use. For example, the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) has removed many sites from consideration due to the costs associated in relocating owners. All possible restrictions on the use of land must be investigated (zoning, etc.). Each of these areas must be addressed in the form of an environmental assessment (EA), finding of no significant impact (FONSI), categorical exclusion (CE) or an environmental impact statement (EIS). See National Environmental Policy Act (NEPA) Implementing Procedures (COMDTINST M16475.1 series), for detailed information on these procedures.
- a. Protection and Enhancement of the Cultural Environment.
- (1) Section 106. Section 106 of the National Historic Preservation Act of 1966, P.L. 89-665, 80 Statute 915, 16 U.S.C. Section 470f, requires that:
- Where any "undertaking" by the Coast Guard or its licensee will have an effect on any district, site, structure or object that is listed on the National Register of Historic Places, the Commandant must take into account that effect in accordance with the Advisory Council regulations published in 36 CFR Part 800. Executive Order 11593 extends this protection to

3-C-6. a. (1) (cont'd) those properties which are eligible for nomination to the register and those which have been nominated but not listed in the register. The protection afforded these properties affects the Coast Guard primarily in relation to use of existing Coast Guard real property and disposal of excess real property. However, should the Coast Guard decide to purchase real property that is listed on, nominated to or eligible for nomination to the National Register of Historic Places, it would be necessary to comply with the protection for any subsequent undertaking.

(2) MLCs and Headquarters Units Responsibilities.

(a) Investigate possible significance (cultural, historical, archaeological) of all sites being considered for acquisition.

(b) Include results of investigations in Planning Proposal.

(c) Commence 36 CFR Part 800 procedures (as appropriate).

(3) 36 CFR Part 800. For any property found to be either on or eligible for the National Register, initiate the coordination requirements of 36 CFR Part 800 with the State Historic Preservation Officer as early in the planning process as possible. All submissions to the Advisory Council on Historic Preservation will be via Commandant (G-ECV).

b. Section 4f Procedures - Park Lands, Recreation Areas, Wildlife and Waterfowl Refuges or Historic Sites.

(1) When acquiring land, the Coast Guard must adhere to Department of Transportation Act, 80 Statute 931, 49 U.S.C. Section 303 as amended by Section 18(b) of the Federal-Aid Highway Act of 1968, 82 Statute 824. It states that no publicly-owned land from a public park, recreation area, wildlife and waterfowl refuges, or any land from an historic site of national, state or local significance may be acquired unless:

"...there is no feasible and prudent alternative to the use of such land, and such program includes all possible planning to minimize harm to such park; recreational area, wildlife and waterfowl refuge, or historic site resulting from such use."

- 3-C-6. b. (2) The DOT Act Section 4-f requirements for historic sites are in addition to those levied by Section 106 of the National Historic Preservation Act of 1966 and 36 CFR Part 800. All of the requirements must be met and one action cannot be substituted for another. See COMDTINST M16475.1 series, National Environmental Policy Act Implementing Procedures.
- c. Coastal Zone Management. The Coastal Zone Management Act of 1972, P.L. 92-583, as amended by P.L. 94-370 (16 U.S.C. Section 1451 et seq) establishes a national policy to: "... preserve, protect, develop, and where possible, to restore or enhance, the resources of the Nations coastal zones..." COMDTINST 16004.1 series promulgates the requirements of this Act.
- d. Endangered Species/Section 7 Consultation.
- (1) Requirements. The Endangered Species Act of 1973, requires that federal agencies shall not authorize, fund, or carry out any actions that will:
- (a) Jeopardize the continued existence of a listed species.
- (b) Result in the destruction or adverse modification of the habitats of listed species that have been determined critical.
- (2) Fish and Wildlife Service (FWS) and National Marine Fisheries Service (NMFS) Responsibilities. FWS and NMFS have been delegated the responsibilities of the Departments of the Interior and Commerce, respectively, for implementing the Endangered Species Act. Critical habitat determinations are made by the Secretary of Interior, through the Director, FWS or NMFS, after consultation as appropriate, with the affected state. The lists of endangered and threatened native and foreign fauna under the jurisdiction of the FWS and the NMFS are found in 50 CFR 17.11. The NMFS regulations specify those species of fauna under its jurisdiction and are contained in 50 CFR 22.23, 39 Federal Register 41367-41377, November 27, 1974. Jurisdiction over endangered and threatened flora is divided among the Secretaries of Agriculture, Commerce, and Interior, as defined by the Act. The Secretary of Agriculture's responsibility is limited to importation and exportation of terrestrial plants. Other functions under the Act relating to terrestrial plants such as listing and Section 7 consultation and assistance, and all functions relating to marine plants are the responsibilities of the Secretaries of the Interior and Commerce.

- 3-C-6. d. (3) MLCs and Headquarters units Responsibilities. MLCs and Headquarters units shall, using in-house expertise or other suitable sources, analyze and review (screen) their activities and programs to ascertain if listed species or their habitats will be affected beneficially or detrimentally by any proposed acquisition.
- (4) FWS or FMFS Assistance. Informal consultation can and should be initiated at the field level between the FWS, or NMFS and the affected commander. In most cases, this will be a continuation of field coordination and cooperation that has been established in the past. This level of communication will be particularly useful for obtaining information on listed species or their habitats or clarifying the consultation process. It may also assist the unit in confirming their analysis or judgment of detrimental effects that could result from their planned action on listed species or their habitats. Such consultation is supplemental to, and not a substitute for, the formal consultation process.
- (5) Formal Consultation/Section 7 Compliance.
- (a) MLCs and Headquarters units shall request formal consultation with the FWS or NMFS Regional Director upon a determination that a species or habitat will be affected. A copy of the request will be forwarded to Commandant (G-ECV). Following the request for consultation from the Coast Guard, the Regional Director or Director of FWS or NMFS may arrange for a threshold examination of the area in which the activity or program is proposed to be carried out. A threshold examination may consist of an onsite inspection of the area and/or a review of available information to make a preliminary assessment as to whether listed species or their habitats will be impacted.
- (b) The Regional Director or Director will notify the Coast Guard; further consultation will be unnecessary if the Regional Director or Director is of the opinion, that as a result of the threshold examination of the activity or program, that in no likelihood will:
- 1 The continued existence of a listed species be jeopardized.
- 2 The area to be impacted by the activity or program be determined by further examination to be a critical habitat.

- 3-C-6. d. (5) (b) 3 The activity or program result in the destruction or modification of a habitat, previously determined to be critical by the Secretary through the Director.
- (c) This documentation will be filed in the property case file. A copy of this notification shall be forwarded to Commandant (G-E). Upon receipt of this notification of determination by the command, the project may proceed.
- (d) If the Regional Director or Director as a result of the threshold examination is of the opinion that the activity or program may jeopardize the continued existence of listed species or the destruction or adverse modification of a previously determined critical habitat, the Coast Guard will be notified in writing, and a time frame in which the consultation process should be completed will be established. The MLC or a Headquarters unit, with the assistance of the FWS or the NMFS, state, private or other sources of expertise, as appropriate, shall then initiate appropriate surveys, studies, research and other means to obtain data information that will be used by the Regional Director or Director in rendering his final biological opinions. If requested, recommendations necessary to assist the Coast Guard in meeting its obligation to ensure that actions authorized, funded, or carried out by it, do not jeopardize the continued existence of a listed species or modify or destroy a critical habitat of a listed species will be provided by the Director. This consultation process will provide the basis of compliance with National Environmental Protection Agency (NEPA), Environmental Impact Statements and enable the MLC or a Headquarters unit to continue the project.

e. Wetlands.

- (1) Background. Executive Order 11990, dated May 24, 1977, "Protection of Wetlands," establishes a national policy which is "avoid to the extent possible the long and short-term adverse impacts associated with the destruction or modification of wetlands and to avoid direct or indirect support of new construction in wetlands wherever there is a practicable alternative."

The Order further provides that each agency shall provide leadership to minimize the destruction, loss or degradation of wetlands and to preserve and enhance the natural and beneficial values of wetlands in carrying out the agency's responsibilities for:

- 3-C-6. e. (1) (a) Acquiring, managing, and disposing of federal lands and facilities.
- (b) Providing federally undertaken, financed, or assisted construction and improvements.
- (c) Conducting federal activities and programs affecting land use, including, but not limited to, water and related land resources planning, regulating, and licensing activities.
- (2) Definitions.
- (a) "Wetlands" are defined as lowlands covered with shallow and sometimes temporary or intermittent waters. This includes, but is not limited to, swamps, marshes, bogs, sloughs, potholes, wet meadows, river overflows, and tidal overflows, as well as estuarine areas, and shallow lakes and ponds and emergent vegetation. Areas covered with water for such a short time that there is no effect on moist soil vegetation are not included in the definition, nor are the permanent waters of streams, reservoirs, and deep lakes. The wetlands ecosystem includes those areas which affect or are affected by the wetland area itself; e.g., adjacent uplands or regions up and down stream. An activity may affect the wetlands indirectly by impacting regions up and down stream from the wetland or by disturbing the water table or the area in which the wetlands lie.
- (b) "New Construction" will include any draining, dredging, channelizing, filling, diking, impounding, and related activities, and any structures or facilities, begun or obligated after May 1977.
- (3) Policy. It is the policy of the Coast Guard to assure the protection, preservation, and enhancement of the nation's wetlands to the fullest extent practicable during the planning, construction, and operation of facilities and projects. In accordance with Executive Order 11990, new construction located in wetlands shall be avoided unless there is no practicable alternative to the construction and the proposed action includes all practicable measures to minimize harm to wetlands which may result from such construction.

3-C-6. e. (4) MLCs and Headquarters Units Responsibilities.

(a) Review all acquisitions proposed for direct construction, assistance or permit for consistency with wetlands policy. Information concerning the type, number, and location of wetland areas may be obtained from the FWS or from the wetlands inventories maintained by the various states.

(b) Procedures for projects which involve wetlands:

1 Under E.O. 12372, the impact of new construction projects on wetlands should be identified and discussed in submissions to state and metropolitan clearinghouses. The opportunity for early review of proposals for new construction which may affect wetlands should be provided to the public and to agencies with special interest in wetlands through early coordination and public information meetings. See also DOT Order 4600.13 and 49 CFR 17.

2 Any impact on wetlands (which is not minimal in terms of degree or geographic extent of damage) will normally be a significant impact within the meaning of the National Environmental Policy Act (NEPA) and will require preparation of an EIS. Prior to the preparation of an EIS, agencies with jurisdiction and expertise concerning wetlands impacts (FWS, state wildlife or natural resources agencies, and the Corps of Engineers, as appropriate) should be consulted for advice and assistance concerning the proposed undertaking.

3 An EIS (or Finding of No Significant Impact (FONSI) where applicable) on a proposal for new construction in wetlands should reflect the results of early coordination and should identify specific impacts of the project on the wetlands, taking into consideration the matters listed in paragraph 4 (following).

4 In carrying out any activities with a potential effect on a wetland, consider the following factors relevant to the proposal's effect on the survival and quality of the wetland:

3-C-6. e. (4) (b) 4 a Public health, safety and welfare, including water supply, water quality, recharge and discharge, and pollution; flood and storm hazards; and sedimentation and erosion.

b Maintenance of natural systems, including conservation and long-term activity of existing flora and fauna, species and habitat diversity and stability hydrologic utility, fish and wildlife timber, food and fiber resources, and other uses of wetlands in the public interest, including recreational, scientific and culture uses as well as transportation uses and objectives.

5 Alternatives which could avoid construction in a wetland must be studied, giving consideration to environmental and economic factors. If use of a wetland is proposed, the alternatives analysis must demonstrate there is no practicable alternative to the use of the wetland and all practicable measures to minimize harm to the wetland have been included. In making this finding, economic, environmental and other factors must be taken into account. Some additional costs alone would not necessarily render alternatives or minimization measures impractical, since additional costs would normally be recognized as necessary and justified to meet national wetland policy objectives.

6 For any proposal which entails new construction located in a wetland, a specific finding must be made by the maintenance and logistics command (ms) or commanding officer of a Headquarters unit that:

There is no practicable alternative to construction in the wetland.

All practicable measures to minimize harm have been included. Such a finding should ordinarily be included in the draft and final EIS or FONSI for the proposal.

(5) Commandant Program Directors and Managers/Headquarters Planning Coordinators Responsibilities. For all new authorizations or appropriations that will be submitted to OMB, indicate if a specific action to be proposed will be located in a wetland and whether the proposed action is in accord with Executive Order 11990.

3-C-6. f. Floodplains. The Department of Transportation has issued DOT Order 5650.2, dated 23 April 1979 which establishes policy and procedures for ensuring that proper consideration is given to the avoidance and mitigation of adverse floodplain impacts in accordance with Executive Order 11988, dated 24 May 1977. Commandant Instruction 16475.3A series promulgates DOT Order 5650.2 for Coast Guard compliance. See also 43 Federal Register 6030 dated 10 February 1978.

7. Submerged Lands.

a. When acquiring a site, a portion of which is submerged, consider whether title to the submerged portion needs to be obtained, since State title to the bottomlands of navigable waters is subject to a navigational servitude of the United States. There is no "taking" when the Coast Guard uses these bottomlands for the navigational purposes of construction or improving aids to navigation. Accordingly, states have no right to compensation for federal use of submerged lands for these purposes.

b. The federal power to use and control submerged lands under navigable waters applies to "all means having some positive relation to the end in view which are not forbidden by some other provision of the Constitution." United States vs. Chandler Dunbar Water Power Company at al 229 U.S. 53, Stations, bases, fixed aids to navigation, and sinkers for a floating aid to navigation all have "some positive relation" to federal control of navigation and the Federal Government has the right to use submerged lands for these facilities without compensation, under its navigational servitude.

c. Where the Federal Government is exercising its right under its navigational servitude, the above-cited line of the Supreme Court case has held that there is no compensable taking of an interest in the submerged lands. The command concerned should exchange letters with the state involved to establish this in each case. Copies of the letters must be made a part of the acquisition assembly and placed into the real property record for that piece of property.

8. Corps of Engineers Permits. The Coast Guard is obliged to request a Section 404 permit from the Corps of Engineers in each project involving dredging and filling and for maintenance dredging of a channel.

9. Indemnification Clauses. If it becomes necessary for the Coast Guard to include an indemnification clause in any type of agreement, it will read as follows: "The government's liability for damages or loss of property or personnel injury or death shall be as prescribed by the Federal Tort Claims Act, as amended (28 U.S.C. Sections 2671-2680.)"

3-C-10. Engineering. See Civil Engineering Manual (COMDTINST M11000.1 series).

11. Housing. See Civil Engineering Manual (COMDTINST M11000.1 series) and Coast Guard Housing Manual (COMDTINST M1101.13 series).

D. Definitions.

1. General Purpose Space. Space in buildings under the assignment responsibility of GSA, including land which may be suitable for the general use of agencies generally, as determined by GSA.
2. Improved Land. Land with improvements, such as building or other structures, upon it at the time the lease, permit, license, etc., is entered.
3. Lease. A conveyance of an exclusive possessory interest in real property for a specified term, reserving to the owner rent or other consideration.
4. Leased Space. Space in buildings, and land incidental thereto, for which the government has a right of occupancy by virtue of having acquired a leasehold interest.
5. License. A privilege, revocable at will, to use or pass over licensor's real property for a specified purpose, without acquiring any interest therein. It is used to indicate an agreement made between the Coast Guard and a non-federal entity.
6. Permit. A non-possessory right of exclusive or non-exclusive use of federal real property. It is used to indicate use of property of one government agency by another for a specified period.
7. Permanent Improvement. Permanently attached to realty and not readily removable therefrom without damage to the property and equipment.
8. Space. The area contained within a building, plot or parcel of land.
9. Space Assignment. An administrative action which authorizes the occupancy and use by a federal agency or other eligible entity of building space and land areas incidental thereto.
10. Special Purpose Space. Space in buildings under the assignment responsibility of GSA, including land incidental to the use thereof, which is wholly or predominantly utilized for the special purposes of an agency and not generally suitable for the use of other agencies, as determined by GSA.

3-D-11. Temporary Improvement. Minor, readily removable improvements that remain the property of the government and which the government reserves the right to remove at the expiration of the lease term without destroying the usefulness or damaging the property.

12. Unimproved Land. Land without improvements, such as buildings or other structures, at the time the lease, permit, license, etc., is entered.

E. Acquisition by Lease.

1. Authority.

- a. Title 40 U.S.C. 490(h)(1). GSA is authorized to lease buildings and improvements for a period up to 20 years when necessary to accommodate federal agencies and to assign such space to federal agencies. This authority does not extend to unimproved or vacant land. This authority may be delegated to the Department of Transportation. See 40 U.S.C. 486(d) for a specific project.
- b. Title 14 U.S.C. Section 92(f). The Secretary of Transportation is authorized to acquire land or interests in land (including improvements on land and easements) by purchase, gift, lease, permit, use agreement of license (does not include general purpose space). This authority has been delegated to the Commandant in 49 CFR 1.46(b).
- c. Title 14 U.S.C. Section 93(i). The Commandant is authorized to acquire, maintain, repair and discontinue aids to navigation, appliances, equipment and supplies by purchase, transfer from an armed force, gift, lease, permit, license or similar use agreement. Therefore is accomplished under 10 U.S.C. 2571(a).
- d. FPMR 101-18.104. This section delegates the authority of the Administrator of GSA to the Commandant to lease space in buildings under any of these conditions:
 - (1) The space may be leased for no rental or for a nominal consideration of \$1.00 per annum.
 - (2) The space is found by the Administrator of GSA to be wholly or predominantly utilized for the special purpose of the agencies to have custody thereof and is generally not suitable for the use of other agencies; including, but not limited to, hospitals, housing, laboratories, mints, manufacturing plants and penal institutions. The types of space listed in paragraph 3-J-4.b of this manual instruction have been

- 3-E-1. d. (2) (cont'd) found by the Administrator of GSA to be wholly or predominately utilized for the special purposes of the Coast Guard and are not generally suitable for the use of other agencies.
- e. Title 14 U.S.C. Section 475(a). The Secretary of Transportation is authorized to lease existing housing for Coast Guard military personnel when there is a lack of adequate housing facilities at or near Coast Guard installations. Domestic leases are subject to the limitations of the Anti-Deficiency Acts (1-year term). Foreign leases are exempted from the Acts by a provision that such leases may be made on a multi-year basis for a term not to exceed 5 years. This authority has been delegated to the Commandant by 49 CFR 1.46(0).
- f. Congressional Authority. Congressional approval to lease is obtained through the budgetary process by the passage of a bill with specific authorizing language, including appropriations for the project.
2. Delegation of Authority.
- a. MLC commanders and commanding officers of Headquarters units, or their designated representatives, are authorized to negotiate and execute:
- (1) All new special purpose leases (including housing) not exceeding \$25,000 rent per year per unit and not requiring advance OST approval or coordination. See enclosures (2), (3) and (4) of chapter 2 for requirements to implement the applicable DOT Order. Leases which require an annual rental in excess of \$25,000 per annum must be approved by the Commandant prior to execution. Submit proposed lease forms to Commandant (G-ECV) for approval.
 - (2) All leases for general purpose space at no rental or for nominal consideration of \$1.00 per annum. Enclosures (2), (3) and (4) of chapter 2 must be reviewed for possible DOT approval requirements.
 - (3) Lease renewals including those over \$25,000.
 - (4) All lease termination notices, except those requiring advance DOT approval in accordance with enclosure (3) to chapter 2.
- b. Family housing leases must be signed by a warranted contracting officer per Comptroller Manual (COMDTINST M4200.19 series), Volume VIII, Coast Guard Acquisition Procedures, Section 1201.602-1(b) and 1201.603-90(d).

3-E-3. Lease Term. The Coast Guard is limited to a term of one fiscal year or a portion of a fiscal year by the application of the Anti-Deficiency Acts contained in 31 U.S.C. Section 1341 and Reorganization Plan No. 18 contained as a note to 40 U.S.C. Section 490, except:

- a. When specific congressional authorization is obtained for a greater term.
- b. When GSA performs the leasing function. See Title 40 U.S.C. Section 490(h)(1).
- c. When GSA delegates its authority to the Coast Guard for a particular lease. See FPMR 101-18.105(a)(b).
- d. When leasing housing facilities in foreign countries. See 14 U.S.C. Section 475(a). Note: This does not authorize leasing of temporary quarters for personnel on TAD/TDY.
- e. When leasing recruiting office space in urban centers as defined in FPMR 101-18.102. Firm term leases for periods up to 5 years may be acquired by the Coast Guard for recruiting offices.

4. Limitations on Leasing.

a. Fiscal.

- (1) Title 14 U.S.C. Section 92(f) authorizes the Secretary of Transportation to acquire real property "...within the limits of appropriations made therefor...". As appropriations are made on a yearly basis, the leasing authority is consequently for one fiscal year at a time, unless otherwise authorized in paragraph 3-E-3. of this manual instruction.
- (2) The Anti-Deficiency Acts apply to both rental consideration and no cost leases because entering the lease presumes the Coast Guard will spend maintenance funds to maintain the property and improvements which therefore requires that we obligate the government beyond the 1 year for which the Coast Guard receives its appropriations. The automatic renewal clauses may be used in any case for which GSA has delegated its leasing authority. See enclosure (19) for appropriate clause.

b. Economy Act of 1932 (40 U.S.C. Section 278a). The 15% limitation on rent does not apply to any lease contract awarded on or after 1 October 1981. See paragraph 3-E-4.b.(8) of this manual instruction for additional information.

- (1) The Act does not apply to leases of unimproved land.

- 3-E-4. b. (2) The Act does not apply to leases in foreign countries for the foreign services of the United States.
- (3) The Act applies to leases of improved land, i.e., land and buildings.
- (4) The Act limits the rental consideration which may be paid for any building or part of a building to 15% of the fair market value of the rental premises on the lease date where the consideration exceeds \$2,000 per annum. If written as part of the rental payment, utilities are included in the limitation.
- (5) The Act limits the amount which may be paid for alterations, improvements and repairs of a building or part of a building rented by the government to 25% of the first year's rent of the rental term or for the rental term, if less than 1 year. Thus, if the property is leased for a fiscal year with an option to renew each fiscal year for a specified period of years, Coast Guard improvements over the entire period of years are limited to 25% of the rental amount for the first year. This limitation can only be exceeded, if Congress expressly approves an exception for a particular leasehold or, if the Administrator of GSA determines that it is advantageous to the government in terms of economy and efficiency to exceed the 25% limitation of Section 322 of the Act. GSA's authority is contained in Section 210(a)(8) of the Federal Property and Administrative Services Act of 1949 (40 USC 490(a)(8)). Any request for a determination by GSA to exceed the 25% limitation must be fully documented and submitted to Commandant (G-ECV) for approval.
- (6) The Act also applies to property leased rent-free or at a nominal rent when the cost of alterations, improvements and repairs, plus the rental amount, if leased at a nominal rent, exceeds \$2,000 per year. The 15% rental limitation (15% of fair market value), not the 25% limitation, applies because the amount expended for alterations, improvements and repairs, plus the rental amount, if leased at a nominal rent, is considered rent.
- (7) Basis for determining the 15% rental ceiling under the Economy Act of 1932. The fair market value at the time a lease is first entered is the basis for determining the 15% rental ceiling. The ceiling applies to the entire lease term, including renewals. There are two basic situations that give rise to a "new lease" for the purposes of the Act. See 27 Comptroller General 426, and 429. They are:

- 3-E-4. b. (7) (a) When the original lease terminates because the entire renewal period has run and the government renegotiates a new lease under which it may occupy the premises.
- (b) When one agency assigns a lease to another agency.
- (8) Public Law 97-51 authorizes payment of rent without regard to the 15% limitation of Section 322 of the Economy Act of June 30, 1932, as amended. This will be a permanent waiver unless Congress specifically reinstates it at a later date. The determining factor for applicability of the Economy Act is the award date, not the commencement of lease term. For example, a succeeding lease awarded after 1 October 1981, to resolve a holdover dating back to July 1981 is exempt. Conversely, a lease award in August 1981 with the lease term and rent effective in November 1981 must comply with the 15% requirement. The provision for limiting the new rent will remain for the life of the contract, so that a lease in effect prior to FY 82 with a tax escalator due after 1 October 1981 will continue to be subject to the 15% ceiling. The 15% rental limitation does not apply to any lease contract awarded on or after 1 October 1981. The 25% limitation on alterations still applies.
- (9) As the 15% rule no longer is available to establish a ceiling, the negotiated rent must be supported by comparable rental date. Local sources, such as real estate agents or rental companies, may be contacted. See paragraph 3-E-7.b.(3) of this manual instruction for more details. Local prevailing rents shall establish the amount of Fair Annual Rent to be negotiated. In addition, paragraph 14 of General Provisions, Certification and Instructions (SF-2A), must be manually deleted from all contracts awarded after 1 October 1981. If an ongoing lease is supplemented with the award of additional space after 1 October 1981, maintain a record for space subject to the Economy Act documenting its compliance and for space which is exempt.

Lease of Parking Spaces.

- (1) Appropriated funds may not be used for leasing of parking spaces for privately owned vehicles unless specifically authorized by Congress. See 43 Comptroller General 131.

- 3-E-4. c. (2) Request for Space (SF-81) must be submitted to GSA for parking spaces required for government owned vehicles not regularly housed by GSA. GSA will review the request to determine the availability of government controlled space. See FPMR 101-17.101-6 and 101-20.111.
- (3) The acquisition of parking spaces must be processed in accordance with OMB Circular A-118 and as implemented by the Personnel Parking Facilities Program (COMDTINST 5560 series). See paragraph 3-C-5. of this manual instruction.
- d. Annual Rental Exceeding \$500,000. Public Buildings Act of 1959, as amended, (40 U.S.C. 606) requires that prospectuses of proposed leases be submitted to Congress when the average annual rental will exceed \$500,000. GSA is responsible for submitting documentation to Congress. See FPMR 101-18.105(d).
- e. Energy Policy and Conservation. The following Coast Guard policy has been developed for leasing buildings in accordance with the National Energy Conservation Policy Act, 42 U.S.C. 8201, PL 95-619 of November 1978:
- (1) Buildings currently leased from parties other than federal government agencies will be retrofitted for life cycle cost effective conservation options, subject to the limitations of the Economy Act of 1932. Negotiations are to be carried out prior to the expiration of current leases to determine the extent to which the Coast Guard and the landlord will share the costs of surveys and retrofit actions and how the terms of the lease will be affected.
- (2) To maximum extent practicable, the Coast Guard will not enter into leases for new buildings with parties other than federal government agencies unless either criterion is met:
- (a) The energy consumption rate of the building in British thermal units (BTU) is, or can be predicted to be, less than or equal to a rate which is 45% lower than the consumption rate for the same type of building which existed in FY-75 in a similar climatic region.
- (b) The building energy consumption rate is, or can be predicted to be, less than or equal to that contained in the proposed Energy Performance Standards for New Buildings (10 CFR 435). The implementation of these standards have been delayed; however, it is Coast Guard policy to use the proposed standards.

3-E-4. e. (3) In those instances where operational requirements and other constraints force the Coast Guard to enter into a lease which does not meet of the above criteria, action will be taken to retrofit the building in accordance with paragraph 3-E-4.e. (1) of this manual instruction.

(4) Energy management for Coast Guard-owned real property may be found in :

(a) Civil Engineering Manual (COMDTINST M11000.1 series).

(b) Energy Conservation Retrofit Handbook (COMDTINST M11000.5 series).

(c) Energy Management (COMDTINST M4100.2 series).

(d) Shore Facilities Energy Conservation Retrofit program (COMDTINST M4101.2 series).

5. Federal Policy and Procedures for Making Permanent Improvements to Leased Property (Improved/Unimproved).

a. Comptroller General's Rule (of Policy):

(1) Appropriated funds ordinarily may not be used for permanent improvements to private property unless specifically authorized by law.

(2) This rule is based on the fact that no government official in the absence of specific legislation is authorized to give away government property.

(3) Enclosure (1) is provided to assist in evaluating construction projects involving the use of Coast Guard funds for improvements to non-government owned land and as a guide to implementing the Comptroller General's Rule (of Policy).

b. Coast Guard Policy. Coast Guard funds will not be expended for construction of permanent improvements, such as buildings and other structures, on land leased by the Coast Guard, without specific Congressional approval, unless the following conditions, as appropriate, and met:

(1) The improvements can be constructed within the limitations and restrictions of the Economy Act of 1932, if applicable (improved leased land).

(2) The improvements can be constructed in accordance with the Comptroller General's 5-Part Test (42 GG-80).

- 3-E-5. b. (3) Right of continuous use by the government under a firm term lease (at least a right of renewal each fiscal year for the life of the improvements).
- (4) Leased rent-free or for a nominal consideration of \$1.00 per year.
- (5) Government title reserved to all improvements to be placed on the land and the right to dispose of these improvements by sale, abandonment or for offsite use.
- (6) Use of the property for "United States Government" purposes rather than for a specific purpose.

c. Procedures.

- (1) If the land is already under lease to the Coast Guard, submit a Planning Proposal that includes the proposed improvements.
- (2) If the land is not under lease to the Coast Guard, submit a Planning Proposal that includes a proposal to lease the land and the proposed improvements.
- (3) Each proposal must take into consideration the restrictions on repairs, alterations and improvements listed in paragraphs 3-E-4.b and 3-6.c of this manual instruction and include a detailed analysis of how the project meets the requirements of the Economy Act of 1932 or the Comptroller General's 5-Part Test.
- (4) Congressional approval must be obtained before construction is authorized for those projects not in compliance with the Economy Act of 1932 and the Comptroller General's 5-Part Test.

6. Construction of Temporary and Permanent Improvements.

a. Definitions.

- (1) Permanent Improvement. Permanently attached to realty and not readily removable without damage to the property or equipment.
- (2) Temporary Improvement. Minor, readily removable improvements that remain the property of the government and which the government reserves the right to remove at the expiration of the lease term without destroying the usefulness or damaging the property.

- b. Temporary Improvements To Be Constructed (Improved or Unimproved Leased Land). Document lease file and proceed with project. Submit Planning Proposal, if otherwise required.

3-E-6. c. Permanent Improvements To Be Constructed on Unimproved or Improved Land.

(1) Definitions.

- (a) Improved Land. Land with improvements, such as buildings or other structures, on it at the time the lease is entered.
- (b) Unimproved Land. Land without improvements, such as buildings or other structures, at the time the lease is entered.

(2) Construction of Permanent Improvements on Unimproved Land or Improved Land Leased for Less than \$2,000 per Annum.

- (a) The Comptroller General's 5-Part Test (42 CG 480) applies to leased unimproved land and improved land leased for less than \$2,000 per year. All of the following requirements must be met and the lease file adequately documented before making any improvements to leased property.
 - 1 Appropriations are otherwise available.
 - 2 Improvements incident to and essential to effective accomplishment of the appropriations authorized purpose.
 - 3 Expenditures for such purposes are in reasonable amounts.
 - 4 The improvements are used for the principle benefit of the government.
 - 5 The interest of the government is fully protected.

(b) Procedures.

- 1 A Planning Proposal must be submitted which includes an analysis showing the Comptroller General's 5-Part Test is met. See paragraph 3-E-6.c.(2)(a) of this manual instruction.
- 2 Congressional approval must be obtained before construction is authorized for those projects not meeting the Comptroller General's 5-Part Test.

(3) Construction of Permanent Improvements on Improved Land.

3-E-6. c. (3) (a) The Economy Act of 1932 - Limitations and restrictions.

- 1 The Act only applies to leasing of improved property.
- 2 Amount which may be expended is limited to 25% of the amount of the first year's rent of the rental term or for the rental term, if less than 1 year. The 25% applies to the life of a lease, including renewals and extensions.
- 3 The amount which may be expended for repairs, alterations and improvements on rent-free or nominal consideration leases is limited to 15% of the fair market value of the rental premises. This applies only if the amount expended for repairs, alterations and improvements plus the rental amount, if leased at a nominal rent, exceeds \$2,000 per year. The 15% rental limitation, not the 25% rental limitation, applies because the total amount expended is considered rent.

(b) Procedures.

- 1 A Planning Proposal must be submitted which includes an analysis showing the project is within the restrictions on repairs, alterations and improvements listed in paragraph 3-E-4.b. of this manual instruction.
- 2 Congressional approval must be obtained before construction is authorized for those projects not in compliance with the Economy Act of 1932.

7. Special Documentation for Leases.

- a. Non-Federally Owned Real Property. All leases of non-federally owned real property must be documented indicating the non-availability of government owned property or if such is available and not suitable, reasons why it is not suitable. This requirement does not apply to family housing or unaccompanied personnel housing leases.
- b. All leases must be documented to indicate the following items were considered before execution of the lease:
 - (1) Type of land to be leased - improved or unimproved.
 - (2) Type of improvements to be constructed - permanent or temporary, if applicable.

- 3-E-7. b. (3) Determination of fair market value of land or premises to be leased. No extra expense must be incurred to determine fair market value. Formal appraisals would only be required in exceptional cases and probably never required for leased family housing. Determinations may be made using the local tax assessor's office and qualified government employee's appraisals. Other evidence which may be used as a starting point to establish the fair market value of property are:
- (a) The sale price of the property, if it has been sold at or about the time of the execution of the lease.
 - (b) The sale price of similar property located in the same neighborhood.
 - (c) The value which has been placed on the property for loan purposes.
 - (d) The insured value.
- (4) Provisions of the Economy Act (40 U.S.C. 278a) as it pertains to the alterations, improvements and repairs of the leased property. The Act applies only to improved property.
- (5) Provisions of the Comptroller General's 5-Part Test (42 CG-480). A written findings statement must be prepared on each lease the Comptroller General's 5-Part Test is used as the authority to construct permanent improvements on leased property.
- (6) Provisions of the Architectural Barriers Act of 1968 (P.L. 90-480). The Act requires that when federal funding is used in the design, construction, alteration of certain buildings or facilities, the buildings or facilities must be designed, constructed or altered to ensure that physically handicapped persons will have ready access to and use of such buildings. Standards used by GSA are contained in FPMR 101-19.603 -- revised and published in the Federal Register 14 October 1980, 45 FR 67664. A statement indicating the applicability of this Act must be made on all leases.
- c. Title Evidence. Before funds are expended for permanent construction on premises covered by a long-term lease, sufficient title evidence must be obtained to satisfy the Department of Justice that the Lessor has title to the land, is capable of entering into such a lease, and can guarantee the government peaceable possession. The following data is considered adequate for legal certification:

- 3-E-7. c. (1) The land records of the county must be examined by either a contract attorney or a Coast Guard attorney familiar with land title records, who will execute a certificate that the records were examined and that title is vested in the lessor, subject to the infirmities, liens and encumbrances noted in the certificate.
- (2) A certificate from the Register of Deeds, County Recorder or other qualified officer.
- d. All leases for the acquisition of non-permanent interest in real property must be reviewed and certified by the legal officer and the engineering branch of districts and Headquarters units as required by paragraphs 1-B-2 and 1-B-3. of this manual instruction.
- e. All leases requiring an escalation clause must complete enclosure (2) to ensure the provisions of the Economy Act of 1932 are not violated. Any lease awarded after 1 October 1981 is exempt from this provision.
- f. All leasing actions must be documented by a procurement request from the appropriate program official. The contracting officer must obtain a procurement request on all renewal or cancellation actions each year. Leases using an automatic renewal clause are excluded from this requirement.

8. Foreign Leases.

a. Authority.

- (1) Title 14 U.S.C. Section 92(f). The Secretary of Transportation is authorized to acquire land or interests in land (including improvements on land and easements) by purchase, gift, lease, permit, use agreement or license. This authority has been delegated to the Commandant in 49 CFR 1.46(b).
- (2) Title 14 U.S.C. Section 475(a). The Secretary of Transportation is authorized to lease existing housing for Coast Guard military personnel when there is a lack of adequate housing facilities at or near Coast Guard installations. This authority has been delegated to the Commandant by 49 CFR 1.46(o).
- (3) FPMR 101-17.000. Leasing of space under GSA regulations applies to the Commonwealth of Puerto Rico and the territories and possessions of the United States.

- b. Delegation of Authority. The delegation of authority contained in paragraph 3-E-2. of this manual instruction applies to foreign leasing, as well as to domestic leasing.

- 3-E-8. c. Leasing Requirements Not Applicable to Foreign Leasing. Leasing procedures in foreign countries to a great extent are the same as within the United States. The following is a list of general requirements applicable to domestic leasing procedures but are specifically not applicable to leasing in foreign countries:
- (1) GSA procedures for acquiring general purpose space are not applicable.
 - (2) The Economy Act limitations on the rental consideration which can be paid and on the amount which can be paid for alterations, improvements and repairs do not apply.
 - (3) Formal advertising is not applicable.
 - (4) The prohibition against advance payment of rental applies to foreign as well as domestic leasing, except for housing facilities in a foreign country.
 - (5) Use the U.S. Government Lease for Real Property (SF-2), General Provisions, Certification and Instructions (SF-2A) and U.S. Government Lease for Real Property (Short Form) (SF-2B). However, in the event a satisfactory agreement cannot be reached by using these forms, such modifications, as may be required by local practice, may be made provided the United States is fully protected and all mandatory provisions are included. All the legal requirements of the country in which the premises are situated relating to the preparation, execution or recordation of leases will be met.
- d. Condition Reports. The requirement for condition reports is the same as for domestic leases. See paragraph 3-E-12. of this manual instruction.
9. Preparation and Contents of Leases. See enclosure (19) for detailed instructions on the preparation of leases.
10. Rent Determinations. All rents for leases shall be supported by a written determination that is placed in the lease file. Use procedures provided by the Coast Guard Housing Manual (COMDTINST M11101.13 series) for documenting housing costs and modify the procedures accordingly. See enclosure (24) to COMDTINST M11101.13 (series) for sample form for housing costs. Documentation may include newspaper clippings, renters' guides, realtors' letters, etc. For example, if a rent determination is needed for a recruiting center, obtain information on rental rates for a similar type of building. This procedure will be used in place of the Analysis of Value Statement for the former 15% limitation imposed by the Economy Act of 1932.

3-E-11. Distribution of Leases for Use of Non-Government Owned Real Property.

a. Leases and Renewals.

- (1) Original MLC commander (ms) or commanding officer of a Headquarters unit.
- (2) Executed copy Lessor.
- (3) Conformed copy Commanding officer of using activity and the appropriate district program manager.
- (4) Executed copy Commandant (G-ECV) only when annual lease cost exceeds \$25,000.

b. Vacant.

12. Condition Reports.

- a. Before taking possession of leased property, an inspection of the property will be made jointly by the owner and a Coast Guard representative. The condition report will be incorporated in the original lease file as an exhibit. When leased family housing is involved, the prospective military occupant, if one has been selected, should also accompany the inspection party. If the owner refuses to participate in the inspection, the Coast Guard representative will make an independent inspection and his report will state that the owner refused to inspect the property jointly. A copy of the report will be mailed to the owner by "Certified Mail, Return Receipt Requested," with the notation that concurrence is indicated or comments stating non-concurrence.
- b. The necessity for preparing a condition report is to determine and record the property condition at the time the government assumes possession. This condition report and the premises report on lease termination will be used as the basis for determining restoration obligations of the government under the lease. Inspection of the property will be made by a Coast Guard representative at least annually during the term of the lease. Prompt action must be taken to correct any violations noted against either the owner or the Coast Guard tenant, as applicable.
- c. Preparation of the Condition Report.
 - (1) Every portion of the land and improvements will be covered as a separate item and any defect existing (including when last painted, color of paint and condition of paint finish) clearly noted in detail.

- 3-E-12. c. (2) Photographs, preferably in color, shall be taken of areas where damage exists and shall be carefully identified.
- (3) The report will be on a room-by-room basis noting the condition of appliances, windows, screens, doors, utility systems, grounds, exterior of building, roof, etc.
- (4) The basement should be treated as a separate item.
- (5) The completed condition report is to be signed jointly by the Coast Guard representatives (Housing Officer and occupant) and the owner under a date not later than the effective date of the lease. See enclosure (5) for sample Condition Report.
- (6) If necessary to lease the building furnished or partially furnished, a detailed inventory of the furniture, rugs, drapes, etc., is to be made. Note condition, apparent defects and estimated value, for each item, the item to be identified by a number affixed thereto and the whole agreed to by the owner.

F. Acquisition by License of Non-Government Owned Real Property.

1. Authority.

- a. Title 14 U.S.C. Section 92(f) gives the Secretary of transportation the authority to acquire land or interests in land (including improvements on land and easements).
- b. 49 CFR 1.46(b) delegates the authority in Title 14 U.S. Code, Section 92(f) to the Commandant.

2. Delegation of Authority. MLC commanders and commanding officers of Headquarters units, or their designated representatives, are authorized to negotiate, execute, renew, modify or terminate licenses and other agreements of a similar nature from non-federal entities for use of real property by the Coast Guard (except documents that require advance DOT approval in accordance with enclosures (2), (3) and (4) of chapter 2. This authority is not to be construed as authority to activate, deactivate or relocate facilities or expend funds without prior approval in accordance with established procedures.

3. Use of Licenses. The use of non-government owned real property will be obtained by lease except:

- a. In those unusual circumstances when the non-government owned real property is not available under lease and the only method of acquisition is by permit or license.

- 3-F-3. b. When it is determined to be more advantageous to the government to obtain use of the property by permit or license.
- c. The term "permit" is usually used to describe an agreement made between the Coast Guard and another government agency whereas a "license" is used to indicate an agreement made between the Coast Guard and a non-government entity.
4. Mandatory Contents of Licenses (Non-Government Owned Real Property). All licenses must contain the following minimum information:
- a. Full name and address of both the licensee and licensor.
- b. Complete description and location of the property.
- c. Statement indicating general use of the property, such as pier space, storage, quarters, etc.
- d. Termination clause reserving the Coast Guard's right to cancel the permit on 30-days written notice. A period up to 90 days is authorized, if necessary.
- e. The amount of consideration.
- f. A clause reserving the right to remove Coast Guard property upon expiration of the license.
- g. Extent of liability of the government.
- h. When the Coast Guard acquires an interest by license, the term is limited to one fiscal year or portion thereof as required by the Anti-Deficiency Act. A renewal clause may be used. See enclosure (19).
5. Numbering of Licenses.
- a. Numbering of licenses for use of non-government owned real property will be in accordance with the following 16 alpha-numeric numbering system:
- (1) The first four positions will identify the Department of Transportation and the Coast Guard as the issuing office and will be the same for all licenses.
- (2) The fifth through tenth position will identify the issuing office within the Coast Guard (OPFAC numbers will be used).
- (3) The eleventh and twelfth position will be the last two digits of the fiscal year in which the license number is assigned.

- 3-F-5. a. (4) The thirteenth through fifteenth position will be the serial number of the license.
- (5) The sixteenth position will be a capital letter:
 "L" indicating a permit/license from a non-federal entity.
- b. Serial numbers will begin with 001 on 1 October and run through 30 September of each fiscal year.
- c. Example of agreement number assigned by the Maintenance and Logistics Command Atlantic (MLCLANT) for a license is:
 First license number assigned by MLCLANT in FY-88.
 DTCG Z75130-88-001L

6. Distribution of Licenses for Use of Non-Government Owned Real Property.

a. License and Renewals.

- (1) Original Maintenance and logistics command (ms) or commanding officer of a Headquarters unit.
- (2) Executed copy Licensor or permittor.
- (3) Conformed copy Commanding officer of using activity and the appropriate district program manager.

b. Vacant.

G. Acquisition by Permit and Use Agreement of Government Owned Real Property.

1. Authority.

- a. Title 14 U.S.C. Section 92(f) gives the Secretary of Transportation the authority to acquire land or interests in land (including improvements on land and easements).
- b. 49 CFR 1.45(a)(2) delegates the authority in Title 14 U.S.C. Section 92(f) to the Commandant.

2. Delegation of Authority. MLC commanders and commanding officers of Headquarters units, or their designated representatives, are authorized to negotiate, execute, renew, modify or terminate permits and other agreements of a similar nature from other departments of the Federal Government for use of real property by the Coast Guard, except documents that require advance DOT approval in accordance with enclosures (2), (3) and (4) of chapter 2 of this manual instruction. This authority is not to be construed as authority to activate,

- 3-G-2. (cont'd) deactivate or relocate facilities or expend funds without prior approval in accordance with established procedures.
3. Use of Permits. Permits will normally be used when the use contemplated is temporary. When the use of the property will also include use of existing facilities and services jointly with the holding agency, such as at air bases, use agreements will be used. Permits for rights to land or interests therein shall only be used when obtaining occupancy rights to land from other federal agencies and for state lands and public utility companies where minor easement rights are being acquired for utility or road purposes.
 4. Term of Permits. Permits are usually issued for a one-to-five year period and revocable at will by the holding agency. In instances where substantial funds will be expended for the construction of permanent improvements on the land, make efforts to obtain a long-term use agreement.
 5. Use Agreements. Use agreements are used when there is a need to secure a long-term requirement because of the expenditure of substantial amounts of funds. See enclosure (7) for a sample use agreement.
 6. Government Right or Interest. Prior to accepting or executing a permit or other agreement from a federal agency to use real property, the MLCs or Headquarters units must determine the property right or interest held by the Federal Government and that the planned Coast Guard use under the permit or other agreement is compatible with such right or interest. Document the property file with this determination.
 7. Distribution of Permits and Use Agreements from Other Government Departments and Agencies. When a permit or use agreement from another government department or agency is accepted, distribute:
 - (1) Original to maintenance and logistics command (ms) or commanding officer of a Headquarters unit.
 - (2) Executed copy to commanding officer of using activity and the appropriate district program manager.
 8. Termination. MLC commanders and commanding officers of Headquarters units, or their designated representatives, must issue termination notices by letter. The termination notice must be in accordance with the provisions of the license, permit or lease and must state the date on which any request for restoration of the property must be submitted by the lessor. See paragraph 5-H-4. of this manual instruction for procedures on termination of leases, permits and licenses of excess or surplus property.

3-H. Claim for Restoration. Upon written notification by the lessor of a restoration requirement, conduct property damage claims as stated below.

1. Contracting Officer's Responsibility. The contracting officer will determine whether this claim is justified and at the same time determine the most economical manner for the government to discharge its restoration responsibilities by reviewing the facts pertinent to the claim, and by securing assistance from the housing officer, and legal and other advisors.
 - a. If the contracting officer is satisfied as to liability of the government and the amount of the claim as originally submitted, the Contracting Officer may allow the claim.
 - b. If the contracting officer does not agree with the claim as submitted, negotiations may be entered into with the lessor to resolve the amount in dispute.
 - c. If the contracting officer and the lesser are unable to resolve the matter, the contracting officer must issue a final decision on the lessors claim. The Contract Disputes Act of 1978 is applicable to claims filed under leases. See enclosure (18). If the lessor disagrees with the decision, the lessor can appeal to the Department of Transportation Contract Appeals Board or the U.S. Claims Court. The instructions for preparation of a contracting officer's decision are in Comptroller Manual (COMDTINST M4200.19 series), Volume VIII, Coast Guard Acquisition Procedures.
2. Documents Included in the Findings of Fact. The condition report and other documents substantiating the condition of the property at the time it was leased will be discussed in the Findings of Fact.
 - a. These are guidelines to assist the contracting officer in determining the type of information to document a decision or a claim.
 - (1) Describe present condition of property by room or area and, if warranted, compare the present condition with the condition at the time the property was leased. Describe restoration required, bearing in mind the government will not restore property which has deteriorated through normal wear and tear. Include a cost estimate for any restoration recommended. Indicate the lessor's requirements for restoration.

- 3-H-2. a. (2) Describe any government owned systems or fixtures installed on the property. Would lessor be agreeable to allow such installed systems or fixtures to be left on the property, the value to be offset by the lessor freeing the government from part of any other restoration required? Would the lessor allow such systems or fixtures to remain without granting any allowance to the government? If so, include an estimate of the cost of removing such systems for fixtures and restoring the property as compared to the value of the systems or fixtures to the Coast Guard after removal.
- (3) In the event furnishings owned by the lessor were included in the lease, a joint inventory must be taken and any missing items identified. If the lessor requires replacement, indicate and show an estimated replacement cost.
- b. The contracting officer must furnish the MLC, district or Headquarters unit housing officer the minimum documentation to describe the settlement, regardless of the amount of the claim.

I. Support Agreements.

1. Policy. It is Coast Guard policy to use other government agencies' facilities when practicable, economical and advantageous to the Coast Guard and the government. Conversely, the same reasoning is applicable to other government agencies wanting to use Coast Guard facilities.
2. Authority to Execute.
 - a. The authority to enter into use and associated support agreements on behalf of the Coast Guard is vested in MLC commanders and commanding officers of Headquarters units or their designated representatives.
 - b. With respect to the Coast Guard being a tenant or host, this authority is contingent upon availability of allotted funds and personnel within the existing personnel allowance of the unit and availability to meet the terms of the agreement. If sufficient funds and personnel are not available, a draft of the agreement will be forwarded together with a request for additional funds and personnel with all pertinent data to the Headquarters planning coordinator for the facility type involved for approval. If approved, specific reimbursable billets or positions will be established and funding arrangements, including allotment modifications, will be provided by Commandant (G-CBU).

- 3-I-3. Use of Support Agreements. Use support agreements when there is a need to document the logistical and administrative functions to be performed by the tenant and the host activities. Support agreements are required to document any support provided by a Coast Guard unit to another Coast Guard unit; support provided to other federal agencies; and support received from other federal agencies. See Comptroller Manual (COMDTINST M4400.13 series), Volume III, Supply and Property, Part V, chapter 5 for additional information.
4. DD Form 1144 - Support Agreement. DD Form 1144 is stocked by the Coast Guard Supply Center, Brooklyn and should be completed in accordance with the Defense Regional Interservice Support (DRIS) Regulation (DOD 4000.19-R). A sample support agreement is provided as enclosure (8).
5. Distribution of Executed Agreements.
- a. Tenant. When the Coast Guard is a tenant, the distribution of the support agreement within the Coast Guard will be:
- | | |
|-------------------|--|
| (1) Original | Maintenance and logistics command (ms) or commanding officer of a Headquarters unit. |
| (2) Executed copy | Commanding officer of using activity and the appropriate district program manager. |
- b. Host. When the Coast Guard is the host, distribution of the support agreement within the Coast Guard will be:
- | | |
|-------------------|--|
| (1) Original | Tenant. |
| (2) Executed copy | Maintenance and logistics command (ms) or commanding officer of a Headquarters unit. |
| (3) Executed copy | Commanding officer of host activity and the appropriate district program manager. |
- c. Agreements Between Coast Guard Units. Original and other executed copies to be distributed at the discretion of MLCs and Headquarters units.

3-J. Acquisition and Release of Space.

1. Authority.

- a. The Federal Property and Administrative Services Act of 1949, as amended, and as implemented by FPMR 101-17 through 101-20 governs the management, acquisition of space by leasing and the construction of buildings for federal agencies.
- b. The basic policy is that GSA shall acquire and use federally owned and leased office buildings and storage space located in the United States and shall issue standards and criteria for the use of such space. GSA shall assign and reassign such space to federal agencies and certain non-federal organizations.

2. GSA Delegation of Authority.

- a. The Coast Guard may perform leasing actions when the following conditions are met under FPMR 101-18.104:
 - (1) The space may be leased for no rental, or for a nominal consideration of \$1.00 per annum.
 - (2) The space is found by the Administrator of GSA to be wholly or predominantly used for the special purposes of the agencies to have custody and is generally not suitable for the use of other agencies; including, but not limited to, hospitals, housing, laboratories, mints, manufacturing plants and penal institutions. The types of space listed in paragraph 3-J-4.b of this manual instruction have been found by the Administrator of GSA to be wholly or predominately used for the special purposes of the Coast Guard and are not generally suitable for the use of other agencies.
 - (3) When authority has been requested by the Coast Guard and a specific delegation has been granted by the Administrator of GSA.
 - (4) Prior approval of GSA has been obtained by the Coast Guard before initiation of action to lease 2,500 or more square feet of special purpose space. To meet this requirement, the request for approval and a SF-81 must be filed with the GSA regional office having jurisdiction pursuant to the provisions of FPMR 101-17.4801.

3-J-3. General Purpose Space.

- a. General purpose space is space in buildings under the assignment responsibility of GSA, including land incidental to the use which may be suitable for the use of agencies generally, as determined by GSA. Excluded from this definition are the categories of space listed below:

- (1) Space in any building located in a foreign country.
- (2) Space in buildings, which are located on the grounds of any fort, camp, post, arsenal, navy yard, naval training station, airbase, proving ground missile site, military academy or school or any similar facility of the Department of Defense or U. S. Coast Guard, unless and to such an extent as a permit for its use by other agencies shall have been issued by the Secretary of Defense, or the Secretary of Transportation, as appropriate, or their authorized representatives.

- b. General purpose space not located on a military installation or from another federal agency controlled building must be obtained through GSA, unless a special delegation for leasing has been obtained from GSA. Such space will be assigned by GSA or by authority specifically granted by GSA. Whenever general purpose space is assigned, the Coast Guard is obligated to pay a user charge, which approximates commercial rental rates in the area plus certain overhead costs of GSA. See section 3-K of this manual instruction for federal rent procedures.

4. Special Purpose Space.

- a. Special purpose space is space in buildings under the assignment responsibility of GSA, including land incidental to the use which is wholly or predominantly utilized for the special purposes of an agency and not generally suitable for the use of other agencies, as determined by GSA.
- b. GSA has delegated to the Coast Guard the authority to acquire space in buildings and land incidental to when the space has been designated "special purpose" in accordance with FPMR 101-18.104-1(1)(1). However, prior approval of GSA must be obtained before initiating any action which involves more than 2,500 square feet of special purpose space. The request for approval and an SF-81 must be filed with the GSA regional office having jurisdiction in the area of the proposed leasing action as shown in FPMR 101-17.4801. The following is considered special purpose:

- 3-J-4. b. (1) Plots of land and pier sites, including closed storage space required in combination with piers, docking and mooring facilities.
- (2) Space for Port Security Activities.
- (3) Space for the oceanic unit at Woods Hole, Massachusetts.
- (4) Space for recruiting offices. Budgeting requirements for recruiting space are to be incorporated into the procedures for GSA Rent space as described in enclosure (9).
- c. The Coast Guard may acquire any special purpose space of 2,500 square feet or less without referral to GSA in accordance with FPMR 101-17.101-2.

5. Preparation and Submission of Request for Space (SF-81).

- a. Submit SF-81 directly to the appropriate GSA regional office in an original and two copies in accordance with FPMR 101-17.101 for all general and special purpose space that cannot be obtained under the authority contained in paragraph 3-J-2. of this manual instruction.
- b. On approval of the SF-81, GSA will assign general purpose space to the Coast Guard and the Coast Guard will be responsible for paying federal rent, which approximates commercial rental rates in the area plus certain overhead costs of GSA. Detailed federal rent procedures and reporting requirements are contained in section 3-K of this manual instruction.
- c. After approval of the SF-81 for special purpose space, if appropriate, GSA will either assign special purpose space to the Coast Guard or will grant authority to the Coast Guard to execute a lease for the desired space.

6. Release of Space.

- a. MLC commanders, district commanders and commanding officers of Headquarters units are authorized to release space assigned to the Coast Guard by GSA (except where advance DOT approval is required per enclosures (2), (3) or (4) of chapter 2). See paragraph 3-K-5.e of this manual instruction and FPMR 101-17.203.
- b. Where the space to be released has been assigned to the Coast Guard by GSA, the appropriate GSA regional office will be notified by letter at least 120 days prior to the date on which the space, or portion will no longer be needed.

- 3-J-6. c. Where GSA controlled space has been in the custody of, and the responsibility of, the Coast Guard for maintenance and operation, at least six months notice of release is required. The letter of notification must provide a description of the area involved, its location and the estimated date of release.
- d. Where space to be released was acquired by the Coast Guard, its release will be made in accordance with the terms and conditions of the lease contract.

K. Federal Buildings Fund Rent System Procedures (formerly Standard Level User Charges (SLUC)).

1. General. The purpose of this section is to establish procedures and assign responsibility for administration, planning and budgeting for general purpose space and reimbursable services provided by GSA. Existing procedures in FPMR 101-17 through 101-21 for obtaining GSA assigned space and services are not affected.
2. Definitions.
 - a. General Purpose Space. Space in buildings under the assignment responsibility of GSA, including land incidental to the use thereof, which may be suitable for use of agencies generally, as determined by GSA.
 - b. Rent. Rate charged for assigned space in government owned or leased property for which GSA has assignment responsibility. The user charge approximates commercial charges for comparable space and services. These services are based on a 5-day, 1-shift operation.
 - c. Standard Levels of Service. Service provided by GSA as part of the Rent system, such as heat, light, janitorial service, etc.
 - d. Reimbursable Services. PL 92-313 states that rent will approximate commercial charges for comparable space and services. The law also provides that the Administrator of GSA may furnish to occupants, on a reimbursable basis, services in addition to those covered in the Rent. Accordingly, each agency must identify any new reimbursable services required for the budget year. Reimbursable services are either recurring or non-recurring.

- 3-K-2. d. (1) Recurring. Examples of recurring reimbursable services include higher levels of cleaning, special protection, utilities for extra shifts, and access to full facilities for extra shifts or for more than 5 days. The services included in the Rent rate, and the services available on a reimbursable basis, are specified in FPMR 101-20.1.
- (2) Non-Recurring. This category of service includes space layout service other than the original space layout furnished by GSA as part of the Rent, out-of-cycle painting, tenant alterations other than initial alterations, exhibits, special equipment, specialized security devices and other changes provided at an agency's request and to its specifications.
- (3) Joint-Use Space. Space such as cafeterias, auditoriums, conference rooms and snack bars that every agency has access to or uses. In buildings where joint-use space exists, the space costs will be pro-rated to the agencies based on the percentage of space assigned.

3. Background. The following background information is provided:

- a. In accordance with applicable laws and regulations, GSA charges federal agencies for furnishing space and services in government owned and leased buildings. The basic policies and procedures governing this program are contained in FPMR 101-21.
- b. The principle goal of PL 92-313 and the Rent concept is to promote greater efficiency in the management and use of government owned and leased space by making agencies fully responsible for costs of the space they occupy. Therefore, the responsibility of budgeting for the Rent and reimbursable services costs for this additional space at the time it is reallocated rests with the Coast Guard.
- c. At the inception of the former SLUC concept, the procedures established were predicated upon Coast Guard requirements at that time and the belief that efficiencies could be best achieved by maximum decentralization. The necessary funding was generated by incorporating SLUC space requirements into the Standard Personnel Costs (SPC) used for budgetary purposes. Field commands were given wide latitude in acquiring space and services for their mission requirements with Headquarters providing the necessary funding subject to minimal prior approval or advance planning.

- 3-K-3. d. Due to changing Coast Guard program requirements, high level emphasis on space management, substantial new external reporting, "before-the-fact" approval requirements, rapidly escalating space costs, and budgetary requirements, the decentralized system is no longer valid or responsive to the needs of today's Coast Guard. A revised system for administering and funding the Rent program is required which will more closely parallel the Coast Guard's existing procedures for planning, programming and budgeting.
- e. GSA instituted a new system for charging customer agencies for the GSA space they use and related services they receive. This system is designed to be simple, understandable and equitable. The simplicity is demonstrated by its name: Rent. This system preserves the user charge as an incentive for agencies to manage space efficiently, assist GSA in providing better service to customer agencies and improve customer and Congressional relations.
- f. The Rent system, established in FY 1987, should provide better building lease costs and more closely approximate comparable commercial space in a specific area. All buildings will be reappraised at the same time and the resulting rates will be the base for charges for 5 years. The initial 5-year period will end in 1991 and new appraisals will be developed for use starting in FY 1992.

4. Procedures.

- a. Commandant (G-ECV) will prepare an annual budget to obtain the funds required for reimbursement to GSA for Rent. This budget will include both new Rent requirements and rate increases for existing space. Rate increases for existing Rent space will no longer be funded from cost of living funds but will be provided separately on a "zero based" approach. Each Rent expansion Resource Change Proposal (RCP) will compete on its own merits in the budgetary process and will be correlated to new initiatives where possible.
- b. Specific Procedures. The details and specific procedures for planning, budgeting and administering the GSA Rent program are contained in the following enclosures:
- (1) Enclosure (9) - Budgeting for GSA Rent Requirements.
 - (2) Enclosure (10) - Procedures for Rent Input Requirements by Field Activities.
 - (3) Enclosure (11) - Procedures for Rent Space Input Requirements by Headquarters Program/Support Managers.

3-K-4. b. (4) Enclosure (12) - Billing, Costing, Appeals Procedures, and Records Management.

(5) Enclosure (13) - Space Definitions.

5. Responsibilities.

a. Commandant (G-ECV) is assigned coordination and centralized management and funding responsibility for the Coast Guard Rent requirements. In conjunction with these responsibilities Commandant (G-ECV) will:

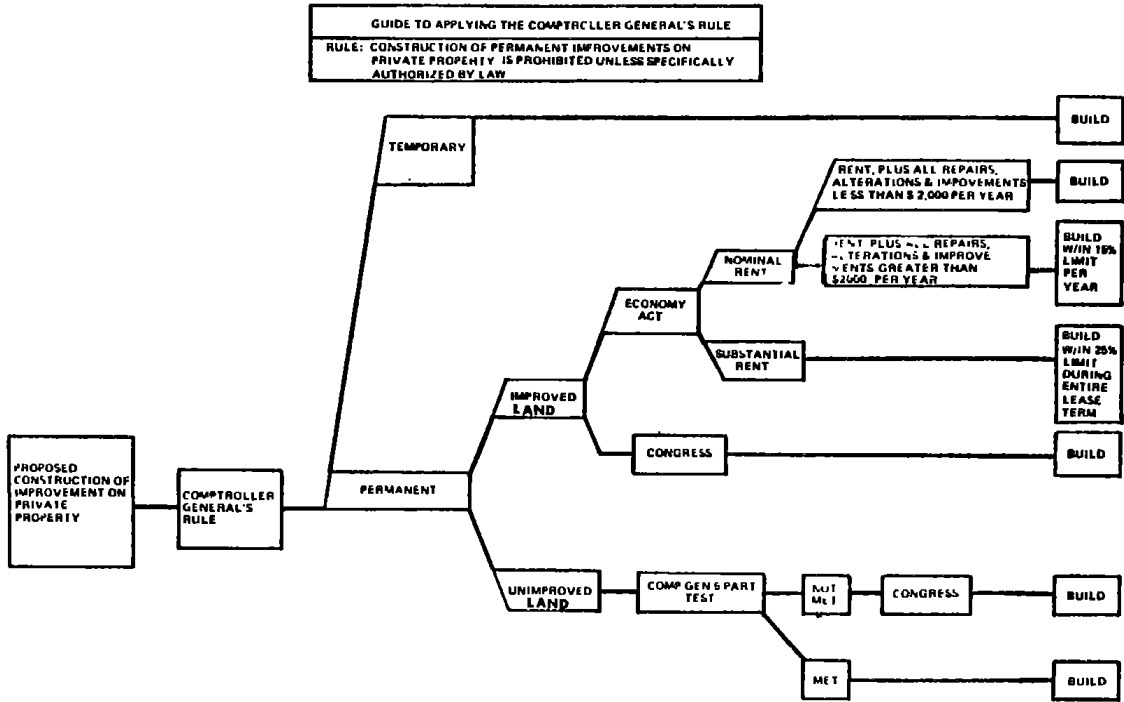
- (1) Provide annual projection of requirements to GSA via OST for space and services based on input from MLCs, districts and Headquarters program/support managers. This report will be in response to a GSA memo to OST requesting the projected requirements.
- (2) Provide Commandant (G-CBU) Rent data (via RCP) required for the annual Coast Guard budget submission to Congress.
- (3) Provide projected Rent rates annually for existing GSA assigned space to MLCs, districts and applicable Headquarters units as a basis for field preparation of annual budget requests (CG-4144).
- (4) Submit RCP for rate increases and "consolidated" new requirements.
- (5) Assist Headquarters program/support managers with determining Rent costs for program requirements and changes.

b. Commandant (G-CPA) will approve all Rent space expansion and services requirements for MLCs and district offices.

c. Headquarters planning coordinators shall:

- (1) Assist Commandant (G-ECV) in determining requirements for Rent space and services associated with new initiatives, program changes and program requirements in accordance with enclosures (9) and (11). Headquarters' staff space resource needs will be provided to Commandant (G-CAS). All other Rent requirements will be provided to Commandant (G-ECV).
- (2) Assist Commandant (G-ECV) in validating field requests for Rent space and services for their specific program or support area.

- 3-K-5. d. MLC commanders, district commanders and commanding officers of Headquarters units shall:
- (1) Continuously study and survey GSA assigned space controlled by the Coast Guard to ensure efficient and economical space use.
 - (2) Advise GSA of any space which is in excess of needs.
 - (3) Manage and approve all requirements for GSA Rent space and services in accordance with existing directives and this manual.
- e. Commandant (G-ECV) will coordinate approval of any proposed relocation of office space (including GSA Rent space in accordance with the requirements of DOT Order 1100.34A). See enclosure (2) to chapter 2. The order applies to proposed acquisition or expansion by the Coast Guard. Housing is not included under the requirements of this order. Expansions to existing Coast Guard owned facilities which do not involve land acquisition are not covered by this order.
- f. Commandant (G-CAS) will be responsible for planning and budgeting Headquarters' staff space resources.



GUIDE TO APPLYING THE COMPTROLLER'S RULE

GUIDE TO APPLYING THE COMPTROLLER'S RULE

GUIDE TO APPLYING THE COMPTROLLER'S RULE

I. Comptroller General's Five-Part Test.

- (1) Appropriations are otherwise available therefor.
- (2) Improvements incident and essential to effective accomplishment of the authorized purpose of the appropriations.
- (3) Expenditures for such purposes are in reasonable amounts.
- (4) The improvements are used for the principle benefit of the government.
- (5) The interest of the government is fully protected.

II. Definitions.

- (1) Permanent Improvement. Permanently attached to realty and not readily removable therefrom without damage to the property or equipment.
- (2) Temporary Improvement. Structures that remain the property of the government and which the government reserves the right to remove at the expiration of the lease term.
- (3) Improved Land. Land with improvements, such as buildings or other structures, upon it at the time the lease is entered into.

Encl. (2) to Chapter 3
of COMDTINST M11011.9B

ANALYSIS OF VALUES STATEMENT
(Section 322, Act of 30 June 1932, 40 U.S.C. Section 278a)

1. LEASE NUMBER: _____
2. DATE: _____
3. NAME OF LESSOR:

4. NAME AND LOCATION OF BUILDING OR PROPERTY:

5. TO BE USED BY: (INDICATE OPERATING FACILITY (OPFAC) NUMBER AND
GENERAL SERVICES ADMINISTRATION (GSA) CONTROL NUMBER ASSIGNED TO THE
FACILITY):

6. PURPOSE: _____
7. COMPUTATION OF NET ANNUAL RENTAL.
 - a. GROSS ANNUAL RENTAL. (If exceeds amount shown in Item 8a,
explain fully in Item 9.) _____
 - b. ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES TO BE FURNISHED
BY LESS OR AS PART OF RENTAL CONSIDERATION. _____
 - c. NET ANNUAL RENTAL COSTS. MUST NOT EXCEED AMOUNT SHOWN IN ITEM
8c. (Subtract
item b from a.). _____
8. COMPUTATION OF ECONOMY ACT LIMITATION.
 - a. APPRAISED FAIR ANNUAL RENTAL VALUE OF SPACE TO BE LEASED.

 - b. APPRAISED FAIR MARKET VALUE OF SPACE TO BE LEASED. _____
 - c. ECONOMY ACT LIMITATION. 15% of item 8b. _____
(Amount shown in item 7c must not exceed item 8c.)
9. REMARKS: _____
10. CERTIFICATION:

THE UNDERSIGNED CERTIFIES THAT THE ABOVE RENTAL TO BE PAID BY THE
GOVERNMENT IS WITHIN THE LIMITATIONS IMPOSED BY SECTION 322 OF THE
ECONOMY ACT OF 1932 AS AMENDED

PREPARED BY: _____ APPROVED BY: _____
TITLE: _____ TITLE: _____
DATE: _____ DATE: _____

REVERSE BLANK

ESCALATOR CLAUSES

1. Real Estate Tax Clause.

The government shall pay to the lessor, as additional rent, the proportionate part of any increase in real estate taxes levied, assessed or payable with respect to the land and building comprising the lease premises or of which the leased premises are a part over and above the amount thereof levied, assessed or paid for the calendar year during which the term of this lease commences (base year). Such additional rent by reason of tax increases shall be payable as a lump sum by the government upon presentation to the government of copies of paid tax receipts for the base year and for the calendar year for which payment is demanded. The proportion of such increase payable by the government shall be based on the ratio which the number of square feet of area occupied by the government in the building bears to the total number of rentable square feet of area in the entire building. If the term of this lease shall terminate other than on the last day of a calendar year, the government shall pay for the calendar year during which the lease term terminates that portion of such increase in taxes and assessments, if any, proportionate to the number of months of tenancy during such year.

The government reserves the right to contest the amount or validity of any valuation for general real estate taxes by appropriate legal proceeding either in the name of the government or in the name of the lessor or in the names of both. In the event the government is precluded from such proceeding the lessor, upon reasonable notice and request by the government, shall contest any such proceeding and in the event of any such request, the government shall reimburse the lessor for its costs or expenses in connection with any such purposes, provided that the lessor shall reasonably be satisfied that the facts and data set forth in such documents or pleadings are accurate. If the lessor received any refund of taxes, the lessor shall promptly rebate to the government the government's proportionate share thereof.

To be eligible for a rental adjustment under this clause the lessor must submit copies of paid tax receipts within 60 days from when taxes are due and payable. Failure to submit the request on a timely basis will constitute a waiver by the lessor of his rights to a tax adjustment for the specific year in which the rental adjustment would otherwise apply.

If the initial lease does not commence during a calendar year in which the property has been fully assessed, then the base year for tax purposes will be adjusted to the first year of full assessment.

The government shall not pay as part of the adjustment any fine, penalty, interest or cost added thereto for nonpayment or for delay in payment beyond any discount period.

Encl. (3) to Chapter (3)
of COMDTINST M11011.9B

1. (cont'd)

If there is any variance in the assessed value between government-occupied and non-government occupied portions of the building during the base year or any subsequent year(s), the government reserves the right to recompute the tax base or percentage of space occupied from which any rental adjustment might otherwise be made.

2. Operating Cost Escalator Clause.

The government shall also pay the lessor, as additional rent, for the second lease year and each year thereafter an amount determined by multiplying the total first years estimated cost of the following items as negotiated and established for the first lease year prior to award of the lease contract:

- a. Cleaning services, supplies and material;
- b. Elevator maintenance, trash removal, landscaping, water and sewer charges;
- c. Heating;
- d. Electricity;
- e. Insurance (Workmen's Compensation only) and, Administrator expenses for building engineers and/or building manager;

by the percentage of increase, if any, in the cost of local utility or service charges over and above the cost of local or service charges at the commencement of the lease term. For the purpose of this paragraph, "lease year" shall mean the 12-month period commencing with the first day of the term hereunder, and each succeeding 12-month period thereafter during the term of this lease. Any such additional rent by reason of increases shall be payable in twelve equal installments during the lease year, in arrears, along with the monthly installments of fixed rent.

In the event of any decreases in real estate taxes or local utility costs or service charges during the term of occupancy under the lease, the rental amount will be reduced accordingly (use appropriate term). The amount of any such reductions will be determined in the same manner as increases in rent provided under this clause.

If the lease provided for the exercise of any option by the government extending the lease term, the rental consideration for the option period shall be at the option price adjusted by increase or decrease in the rent applicable to the original term, with appropriate adjustments thereafter.

Encl. (3) to Chapter (3)
of COMDTINST M11011.9B

2. (cont'd)

The percentage of building occupancy by the government will be computed by the prospective lessor as specified in the first paragraph of the Real Estate Tax and Operating Escalator Clause and is hereby stated as _____%.

The base rate for operating cost is \$_____.

3. Escalation Clause Including Utilities.

This lease may be renewed at the option of the government for the following terms and at the following rentals: From year to year thereafter but not beyond 30 September _____ at the annual rate of \$_____. An annual rent increase will be granted equal to that rate being paid by private rentals residing in the same complex for like apartments being rented by the government. Total increases are not to exceed local utility rate increases for the current year as documented in writing from the Public Utilities Commission or other similar governing body. Evidence for increases are to be received 60 days prior to 30 September of each year, starting with 19___. Any rental rate roll back will be granted to the government effective on the effective date of that roll back; provided notice is given in writing to the Lessor at least 30 days before the end of the original lease term or any renewal term. All other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

4. Escalation Clause Without Utilities.

This lease may be renewed at the option of the government for the following terms and at the following rentals: From year to year thereafter but not beyond 30 September _____ at the annual rate of \$_____. An annual rent increase will be granted equal to that rate being paid by private rentals residing in the same complex for like apartments being rented by the government. Evidence for increases are to be received 60 days prior to 30 September of each year, starting with September 19___. Any rental rate roll back will be granted to the government effective on the effective date of that roll back; provided notice is given in writing to the Lessor at least 30 days before the end of the original lease term or any renewal term. All other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the first day of the new lease term.

Encl. (4) to Chapter 3
of COMDTINST M11011.9B

RENT DETERMINATIONS (Under development)

REVERSE BLANK

QUARTERS CONDITION INSPECTION REPORT				LEGEND					
<input checked="" type="checkbox"/> REPAIR FAIR WEAR AND TEAR		<input checked="" type="checkbox"/> REPAIR REIMBURSABLE		<input type="checkbox"/> OCCUPANT CLEAN/REPAIR		<input type="checkbox"/> ACCEPTED AT REINSPECTION			
OCCUPANT'S NAME		GRADE		ADDRESS/QUARTERS NUMBER					
ITEM	BEDROOM				HALL	LIVING ROOM	DINING ROOM	GARAGE CARPORT	BREEZE WAY
	NO 1	NO 2	NO 3	NO 4					
FLOOR									
WALLS									
CEILING									
DOORS									
WINDOWS									
BLINDS/SHADES									
LIGHT FIXTURE									
LIGHT SWITCH									
ELECTRICAL OUTLETS									
CLOSET									
CLOSET DOOR									
FIREPLACE									
SMOKE DETECTOR									
ITEM	BATHROOM		ITEM	KITCHEN	UTILITY ROOM	FURNACE ROOM	ITEM	HOUSE EXTERIOR	
	LARGE	SMALL							
FLOOR			FLOOR				WALLS		
WALLS			WALLS				ROOF		
CEILING			CEILING				TV ANTENNA		
DOOR			DOORS				EXTER PAINT		
WINDOWS			WINDOWS				SCREENS		
BLINDS/SHADES			BLINDS/SHADES				HOSE BIBS		
LIGHT FIXTURE			LIGHT FIXTURE				GAS REGULATOR		
LIGHT SWITCHES			LIGHT SWITCH						
ELECTRICAL OUTLETS			ELECTRICAL OUTLETS						
CEILING HEATER			SINK AND CABINET						
LAVATORY & CABINET			GARBAGE DISPOSAL				ITEM	GROUND	
TOWEL BARS			CABINETS						
MEDICINE CABINET			DISH WASHER				LAWN		
SOAP DISH			REFRIGERATOR				LAWN EDGE		
TOILET			STOVE				SHRUBS		
PAPER HOLDER			VENT HOOD				TREES		
BATHTUB			DOOR CHIMES				CULTIVATION		
TOOTHBRUSH HOLDER			CIRCUIT BREAKER				SPRINKLER SYST		
BATHTUB ENCLOSURE			WASHER				DRIVEWAY		
SHOWER STALL			WATER VALVES				WALKS		
VALVES AND HEAD			WATER HEATER				FENCE		
SHOWER TOWEL BAR			DRYER				PATIO SLAB		
SHOWER SOAP DISH			FURNACE						
SHOWER DOOR			FILTER						
OCCUPANT ACKNOWLEDGES RECEIPT OF BASE FAMILY HOUSING BROCHURE DURING INITIAL INSPECTION									
<input type="checkbox"/> QUARTERS PASS FINAL INSPECTION					<input type="checkbox"/> QUARTERS DID NOT PASS FINAL INSPECTION SEE ITEMS				
<input type="checkbox"/> QUARTERS PASS REINSPECTION					<input type="checkbox"/> REINSPECTION SCHEDULED				
INSPECTORS AGREEMENT									
<i>This certifies that I have been briefed by the Family Housing Inspector (in accordance with Brochure and AFR 911) regarding cleaning requirements for quarters</i>								<i>Family Housing</i>	
<i>I fully understand that along with the cleaning requirements that are outlined in the following must be accomplished in order for the quarters to pass the final inspection</i>									
(Continue on Reverse)									
DATE	OCCUPANT'S SIGNATURE				DATE	INSPECTOR'S SIGNATURE			
INITIAL DATE	OCCUPANT'S SIGNATURE				INSPECTOR'S SIGNATURE				
PRE-TERMINATION DATE	OCCUPANT'S SIGNATURE				INSPECTOR'S SIGNATURE				
FINAL DATE	OCCUPANT'S SIGNATURE				INSPECTOR'S SIGNATURE				

I5654*IMAGES:

INSPECTION OF GOVERNMENT FAMILY HOUSING UPON ASSIGNMENT/TERMINATION

TRIPLE COLUMNS HAVE BEEN PROVIDED FOR INDICATING CONDITION OF EACH ROOM. THE FIRST COLUMN WILL BE COMPLETED AT THE TIME QUARTERS ARE FIRST OCCUPIED. THE SECOND COLUMN COMPLETED AT THE PRE-TERMINATION INSPECTION AND THE THIRD COLUMN AT THE FINAL INSPECTION WHEN THE QUARTERS ARE VACATED. OCCUPANT WILL BE PROVIDED WITH A COPY OF THIS INSPECTION REPORT FOLLOWING THE INITIAL AND FINAL INSPECTION. DURING THE FINAL INSPECTION ALL DISCREPANCIES WILL BE FULLY DISCUSSED WITH THE OCCUPANT AND INDICATED WITH []

TO ASSIST AND EXPEDITE IN PREPARING QUARTERS FOR INSPECTION THE FOLLOWING CRITERIA IS THE MINIMUM ACCEPTABLE. DETAILED PROCEDURES WILL BE AS SPECIFIED IN THE BASE FAMILY HOUSING BROCHURE.

FACILITY OR EQUIPMENT

CONDITION STANDARD

Walls & Ceilings

ALL SCUFFS, PERC, MARKS, CRAYON MARKS, STAINS, ETC. WILL BE REMOVED FROM WALLS, DOORS, CLOSETS, KITCHEN CABINETS, CUPBOARDS AND OTHER INTERIOR WOODWORK BY USING DETERGENT. IF DIRT, FINGERMARKS OR OTHER SCUFFS ARE NOT EXCESSIVE OR ERASABLE INTO THE PAINT, PLAIN WARM WATER AND A SPONGE WILL CLEAN SUFFICIENTLY. CARE WILL BE EXERCISED IN SCRUBBING WALLS. DO NOT USE STEEL WOOL, ABRASIVES AND STRONG DETERGENTS, EITHER LIQUID OR POWDER.

Floors

ALL FLOORS ARE TO BE CLEANED

Closets, Cupboards & Shelves

CLOTHES CLOSETS, CUPBOARDS AND SHELVES WILL BE CLEANED. ALL PAPER TRIMMINGS, ETC. WILL BE REMOVED.

Bathrooms

LAVATORIES, COMMODES, SHOWERS, BATHTUBS, GLASS ENCLOSURES, MEDICINE CABINETS AND OTHER APPURTENANCES WILL BE CLEANED WITH A NON-ABRASIVE CLEANER. WALLS, BOTH PLASTERED AND CERAMIC WILL BE FREE FROM ALL STAINS AND CLEAN. FLOORS, BOTH CERAMIC AND OTHER COVERING WILL BE WET MOPPED AND CLEANED.

Windows

CEILING, WALLS, KITCHEN CABINETS AND OTHER INTERIOR WOOD TRIM WILL BE FREE FROM ALL GREASE AND CLEAN.

Light Fixtures, Windows, Glass & Vinyl Drapes, Shades or Blinds

WILL BE CLEANED. WINDOWS AND GLASS DOORS THROUGHOUT QUARTERS WILL BE CLEANED. VENETIAN BLINDS WILL BE CLEANED BY VACUUMING AS APPLICABLE.

Appliances

- Dishwashing Machine
- Refrigerator
- Kitchen Stove
- Clothes Dryer
- ventilating hood
- Water Heater
- Warm Air Heater

ALL APPLIANCES WILL BE CLEANED INTERIOR AND EXTERIOR. REMOVING STAINS, FOOD PARTICLES, GREASE, ETC. USE STANDARD CLEANERS FOR KITCHEN RANGE. USE GREASE REMOVER SOLUTION. BE CAREFUL NOT TO SPILL ON FLOOR. WHEN CLEANED POLISH EXTERIOR WITH DRY, SOFT CLOTH. CLEAR DIRT, DUST, GREASE, ETC. FROM UNDERNEATH, BEHIND AND AROUND APPLIANCES. THIS IS PARTICULARLY IMPORTANT IN THE CASE OF THE KITCHEN STOVE TO PRECLUDE FIRE HAZARD DEVELOPING FROM ACCUMULATIONS OF GREASE. TURN WATER OUTLETS OFF ON CLOTHESWASHING MACHINE. CLEAN EXTERIOR AND INTERIOR OF ALL GREASE STAINS. REMOVE WIRE FILTERS FROM VENT HOOD AND CLEAN BY SOAKING IN HOT WATER AND DETERGENT. DRY AND REPLACE. CLEAN EXTERIOR OF HOT WATER HEATER AND FLOOR UNDERNEATH. VACUUM INSIDE OF WARM AIR SPACE HEATER CLOSET. REMOVE ALL DUST FROM HEATER EXTERIOR.

Building Exterior

- Structure
- Courards
- Lawns
- Flower Beds
- Shrubs and Trees

CLEAN ALL EXTERIOR DOORS INCLUDING GARAGE. REMOVE STAINS, SMUDGES, DIRT, MUD, ETC. LAWN WILL BE CUT AND EDGED BEFORE INSPECTION. FLOWER BEDS WILL BE WEED

General

CLEAN GARAGE FLOOR AND DRIVEWAY. EITHER BY WASHING WITH WATER OR SWEEPING. PICK UP ALL PAPER TRASH, DEBS, ETC. FROM ENTIRE QUARTERS INTERIOR AND EXTERIOR AND PLACE IN GARBAGE CAN. CLOSE AND SECURE ALL WINDOWS AND DOORS PRIOR TO TURNING KEYS OVER TO BASE HOUSING.

INSPECTOR'S AGREEMENT CONTINUED

Encl. (6) to Chapter 3
of COMDTINST M11011.9B

SPECIAL RELEASE

LEASE NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS, that: _____

WHEREAS, by lease, dated _____, 19__ , and bearing number

_____ whose address is _____ as Lessor, leased to the UNITED STATES OF AMERICA, as Lessee, the following described premises: viz:

more particularly described in said lease, and

WHEREAS, the United States of America, no longer requiring the use of said premises has surrendered possession thereof of the Lessor, and the Lessor has accepted such surrender on the _____ day of _____, 19__.

The undersigned, the Lessor of said lease, for and in consideration of the surrender of said premises, the return of which in good condition is hereby acknowledged, has remise, released and forever discharged, and by these presents does for _____ heirs, executors, administrators, successors, and assigns, remise, release and forever discharge the United States of America, its officers, agents and employees, of and from all manner of actions, claims, or demands (except for the payment of rent to the above referred to date of surrender) which against the United States of America, its officers, agents and employees, the undersigned ever had, now has, or ever will have upon, or by any matter, cause or thing whatsoever arising out of said lease of the occupancy by the United States of America of said premises or the use of any personal property thereon.

Encl. (6) to Chapter 3
of COMDTINST M11011.9B

IN WITNESS WHEREOF, the undersigned has signed and sealed these presents or caused these presents to be executed by its duly authorized officers and its seal to be affixed hereto this _____ day of _____, 19__.

WITNESS:

_____ By: _____

_____ By: _____

I, _____, certify that I am the _____ of the corporation named as Lessor in the above release; that _____, who signed said release on behalf of the Lessor, was then _____ of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: _____

(CORPORATE SEAL)

USE AGREEMENT

THIS USE AGREEMENT, made this _____ day of _____, 19____, by and between the Department of the Navy, hereinafter called the NAVY, and the Department of Transportation (United States Coast Guard), hereinafter called the COAST GUARD.

WITNESSETH:

WHEREAS, the United States owns certain lands in the City of Chesapeake, Virginia, which are under the administrative jurisdiction of the NAVY and which are presently used by the Naval Communication Station, Norfolk, for the operation of a facility known and identified as the Radio Receiving Facility, Northwest, Virginia; and

WHEREAS, the Coast Guard has requested to use a portion of said lands for a Coast Guard Radio Receiving Facility; and

WHEREAS, said lands are not excess to the NAVY's military requirements but are not presently required for its purposes; and

WHEREAS, such proposed use will not be incompatible with the continuing NAVY requirement which necessitates retention of the property and will not interfere with the NAVY'S use by its adjoining property; and

WHEREAS, the NAVY is agreeable to such proposed use by the COAST GUARD upon the terms and conditions hereinafter provided.

NOW, THEREFORE, the NAVY, in consideration of the premises, does hereby grant unto the COAST GUARD the right to use, for a period of 25 years from the date hereof, the following described tract of land located in the City of Chesapeake, Virginia;

All that certain tract, piece or parcel of land lying and being situated in the City of Chesapeake, Virginia, and being more particularly bounded and described as follows:

Beginning at the Azimuth Mark for the U.S.C. & C.S. Triangulation Station "North, 1953", said Azimuth Mark being located 20 feet northwest of the ---

SUBJECT, HOWEVER, TO THE FOLLOWING RESERVATIONS:

a. The NAVY reserves the ownership of and the right to inspect, repair, maintain, replace, use and operate the existing sanitary sewer force-main, underground electric cables and 2-inch water line, which cross the above described property, all as shown on Exhibit "A". The COAST GUARD may, however, at its own cost and expense, and at no cost or expense to the NAVY, relocate and/or replace said sewer force-main, water line and electric cables in accordance with plans and specifications previously approved by the NAVY.

Encl. (7) to Chapter 3
of COMDTINST M11011.9B

The NAVY also reserves rights of ingress to and egress from the existing and/or replacement force-main, water line and electric cables for purposes of inspection, repair, maintenance, or replacement thereof. It is expressly understood that any damage done by the COAST GUARD to NAVY improvements during construction or at any time thereafter during the tenure of this USE AGREEMENT, shall be promptly repaired at the sole cost and expense of the COAST GUARD to the satisfaction of the NAVY.

b. The NAVY expressly reserves, until 31 December 19____, all merchantable timber located on the above described property, together with the right to go upon said property to cut, trim and remove same, provided, however, the NAVY shall have no obligation to remove said timber or to clean the area after any such cutting or removal. For purposes of this USE AGREEMENT, merchantable timber is defined as pine and hardwood sawtimber and pulpwood trees selected for intermediate cutting to effect sanitation, salvage, stand quality improvement and thinning.

This USE AGREEMENT is granted expressly subject to the following provisions and conditions:

1. The two existing dirt roads traversing the above described property on the east and west sides thereof shall be relocated as shown on Exhibit "A" by the COAST GUARD at its own cost and expense, and at no cost or expense to the NAVY. Construction of the relocated road segments shall be accomplished in accordance with plans and specifications previously approved by the NAVY.

2. The existing NAVY scrap metal bin and pistol firing range located along the eastern boundary line of the above described property shall be relocated and/or replaced outside said property by the COAST GUARD at its own cost and expense, and at no cost or expense to the NAVY. The relocating and/or replacement shall be accomplished to the NAVY's satisfaction.

3. In addition to this USE AGREEMENT, there also shall be a separate Support Agreement prescribing the utilities, materials and support services to be furnished to the COAST GUARD by the NAVY. The Support Agreement shall be negotiated and prepared jointly by the NAVY and COAST GUARD and shall include respective responsibilities incidental thereto.

4. All costs and expense incurred in connection with the construction and operation of the Coast Guard Radio Receiving Facility shall be defrayed by the COAST GUARD and at no cost or expense to the NAVY.

5. The COAST GUARD's construction plans and specifications shall be reviewed and approved by the NAVY prior to advertisement of construction contracts to insure compatibility of building and antenna site locations, and to preclude potential radio frequency interference.

Encl. (7) to Chapter 3
of COMDTINST M11011.9B

(cont'd) In addition, the COAST GUARD shall not make any structural alterations, additions, or betterments, except in accordance with the terms or written approval by the Commander, Atlantic Division, Naval Facilities Engineering Command.

6. This USE AGREEMENT shall be neither assignable nor transferable by the COAST GUARD.

7. Title to COAST GUARD installed improvements shall remain in the COAST GUARD during the USE AGREEMENT term. The COAST GUARD may remove all such improvements prior to the expiration or earlier termination of the USE AGREEMENT, or within a reasonable time after termination in the absence of sufficient advance notice to permit prior removal. If the COAST GUARD exercises its right to remove the improvements, it shall, to the extent required by the NAVY, restore the land area covered herein. If the COAST GUARD does not exercise this right, the improvements will be deemed abandoned and may be used or disposed of by the NAVY in any manner whatsoever, without liability to account to the COAST GUARD, provided, however, if required by the NAVY, the COAST GUARD shall remove all such improvements and restore the land area covered herein.

8. The term of this USE AGREEMENT shall be for a period of 25 years commencing on the date first above written unless sooner terminated by mutual agreement between the NAVY and COAST GUARD.

9. The Commander, Atlantic Division, Naval Facilities Engineering Command, shall, under the direction of the Commander, Naval Facilities Engineering Command, have complete charge of the administration of the USE AGREEMENT, and shall exercise full supervision and general direction thereof insofar as the interests of the NAVY are affected.

IN WITNESS WHEREOF, the parties hereto have caused this USE AGREEMENT to be executed by their duly authorized representatives, as of the date hereinabove set forth.

DEPARTMENT OF THE NAVY

By _____
Commander, Atlantic Division,
Naval Facilities Engineering
Command

DEPARTMENT OF TRANSPORTATION
(UNITED STATES COAST GUARD)

By _____
Commander, Maintenance and
Logistics Command Atlantic

SUPPORT AGREEMENT		1. DOCUMENT IDENTIFIER ("X" one)			
2. SUPPLIER (Name, Office Symbol & complete address) Naval Security Group Activity Southwest Suffolk, Virginia 23322 GEOGRAPHICAL AREA OR COUNTRY CODE		2a. MAJOR COMMAND CODE N00069		2b. SUBORDINATE COMMAND CODE N63891	
		3. PRESENT AGREEMENT NUMBER N63891-81200-001		4. TERMINATION DATE (Month and Year) 0484	
		3a. SUPERSEDED AGREEMENT NUMBER N/A			
		5. RECEIVER (Name, Office Symbol & complete address) Commanding Officer USCG Communication Station Suffolk, Virginia 23322 GEOGRAPHICAL AREA OR COUNTRY CODE		6. DODAAC FEDSTRIP NUMBER 1105 MAJOR COMMAND CODE 271105 SUBORDINATE COMMAND CODE N/A	
6. SUPPORT AGREEMENT RESOURCE SUMMARY					
a. SUPPLIER					
a. CATEGORY CODES	b. MAN YEARS		GROSS ADDITIONAL COSTS		
	MILITARY	TOTAL	NON-REIMBURSEABLE	REIMBURSEABLE	
AB					
AC					
AE					
AF		7,500	Custodial		
AH		800	Fire Protection		
AI					
AJ		43,000	Housing (all inclusive)		
AM		12,000	Messing		
AO		500	Vehicles		
AP		24,000	BEQ/OPS Utilities		
AR		2,500	BEQ/OPS Maintenance		
AU					
MG					
M					
TOTAL		90,300			
6d. RECEIVER DATA (When applicable, provide similar data required in blocks 6a, b and c)					
7. SAVINGS ACCRUED/COSTS INCURRED MAN YEARS SAVED/EXPENDED TO FEDERAL GOVERNMENT					
7a. SAVINGS		7b. COSTS		7c. MAN YEARS SAVED	7d. MAN YEARS EXPENDED
FY:		FY:		FY:	FY:
8. FUNDING AND REIMBURSEMENT ARRANGEMENT (Include all details concerning billing/reimbursement procedures, funding limitations, and the appropriate "billing/submit thru" addresses. Also list those references which specifically apply to the type of organization being supported.)					

SUPPORT AGREEMENT

9. GENERAL PROVISIONS (Complete blank spaces) The following general provisions, as set forth in Chapter III, DOD 4000.19-M, apply to this agreement unless otherwise specified in "Remarks" block below:

a. The Receiving Activity will provide the Supplying Activity projections of support required to accomplish its mission. Significant changes in the Receiving Activity function, mission or support requirements will be submitted by the Receiving Activity in a manner that will permit timely modification of resource requirements.

b. It is the responsibility of each agency providing support under this agreement to bring any required or requested change in support to the attention of NAUSECGRP prior to providing/reducing unilaterally such additional/reduced support.

c. Activities providing reimbursable support in this agreement will submit a monthly statement of costs to NAVSECGRP for preparation of billing document, SF 1080.

d. Manpower required in support of this agreement which is subject to return to the leading activity upon termination of the agreement: N/A (Enter number or if no manpower is required, enter "None").

e. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as Congressional legislation, DOD directives, commercial utility rate increases, etc. The receiver will be notified immediately of such rate changes.

f. This agreement will be reviewed biennially at least 120 days prior to the anniversary date. It may be revised at any time upon the mutual consent in writing of the parties concerned.

g. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.

h. In case of mobilization or other emergency, this agreement will remain in force within supplier's capabilities, subject to normal cancellation provisions and will be subject to review at that time. This agreement will not be terminated if such action impairs the combat mission of the receiving activity as determined by higher headquarters.

10. REMARKS

SAMPLE

11. COMPTROLLER CONCURRENCE (Supplier Signature & Date) C. B. ATCHLEY, CDR, USCG	12. COMPTROLLER CONCURRENCE (Receiver Signature & Date) C. MAXINE KESSLER, CAPT, USCG	
13. TYPED NAME AND ORGANIZATION OF SUPPLIER APPROVING AUTHORITY C. U. CLARK, CAPT, USCG COMMANDING OFFICER	13a. SIGNATURE	13b. DATE
14. TYPED NAME AND ORGANIZATION OF RECEIVER APPROVING AUTHORITY M. E. PERSON, ENS, USCG PROPERTY OFFICER	14a. SIGNATURE	14b. DATE

SUPPORT AGREEMENT CONTINUED

Encl. (8) to Chapter 3
of COMDTINST M11011.9B

SERVICE SUPPORT AGREEMENT
BETWEEN
NAVAL SECURITY GROUP ACTIVITY SOUTHWEST
SUFFOLK, VIRGINIA
AND
COAST GUARD COMMUNICATION STATION PORTSMOUTH (NMN)
SUFFOLK, VIRGINIA

SPECIFIC PROVISIONS OF BLOCK 6

A. The scope of this Agreement includes services provided by Naval Security Group Activity Southwest, hereinafter referred to as the HOST, in support of the Commanding Officer, USCG COMMSTA Portsmouth (NMN), Suffolk, Virginia hereinafter referred to as the TENANT.

B. The HOST and TENANT agree to furnish the services listed in Appendix 1.

C. Dollar Resources: TENANT shall reimburse HOST for gross additional costs incurred. Reimbursement will be negotiated by transfer of funds on an SF-1080 submitted on a quarterly basis to CCGD5 (fac) for certification and payment.

D. This Agreement shall remain in effect until the date set forth in Block 4, or until it is terminated in accordance with paragraph E2 above.

E. HOST will provide TENANT a copy of all Naval Security Group Activity Southwest Instructions/Directives pertaining to support policies and procedures.

APPENDIX I

CATEGORY OF SUPPORT	HOST WILL	TENANT WILL
(AB) Finance	<p>I. Submit Form SF - 1080 on a quarterly basis to CGD FIVE (af), 431 Crawford Street, Portsmouth, Virginia 23705-5004 in the following format</p> <p><u>CG HOUSING</u> Electricity, Water, Sewage = \$ Other (Maintenance, etc.) = \$</p> <p><u>BEQ/OPS</u> Electricity, Water, Sewage = \$ Civilian Messmen = \$ Other (Maintenance, etc.) = \$ Specify last date through which services being billed were provided.</p>	<p>I. Maintain own financial program. Provide any finance and accounting information or document required by the HOST in support of TENANT requirements</p>
(AC) Personnel	<p>1. Include TENANT personnel in all programs supported by non-appropriated funds</p> <p>2. Make following services available to TENANT personnel on an equitable basis with HOST personnel:</p> <ul style="list-style-type: none"> a. Navy Exchange b. Retail Clothing Store c. Postal Facilities d. Religious Services e. Enlisted Mess (Open) f. Motion pictures/entertainment <p>3. Provide Special Service type recreational facilities to TENANT military personnel and dependents on the same basis as provided HOST personnel.</p>	<p>1. Provide TENANT manning information when requested to allow efficient programming.</p> <p>2. Comply with station regulations governing these activities.</p> <p>3. Provide one non-rated man to Special Services on permanent basis</p>

Encl. (8) to Chapter 3
of COMDTINST M11011.9B

CATEGORY OF SUPPORT	HOST WILL	TENANT WILL
(AD) Legal	1. Reserve the right to control traffic on the station and handle traffic violations. All other infractions of site regulations by TENANT personnel will be referred to the TENANT for necessary actions.	1. Retain and exercise jurisdiction over TENANT personnel for all disciplinary actions under UCMJ and all Administrative board action.
(AF) Custodial	1. Administer station program for scrap disposal. 2. Include TENANT janitorial requirements in HOST janitorial service contracting	1. Conform with prevailing station administration procedures for scrap disposal. 2. Reimburse HOST for janitorial service provided.
(AH) Fire Protection	1. Distribute to the TENANT all station regulations concerning fire protection, safety, good order, behavior of civilian and military personnel. 2. Provide fire protection measures and inspections. Train TENANT personnel in fire fighting techniques. Provide inspection, recharging, testing and routine maintenance of TENANT fire extinguishers.	1. Comply with station regulations. 2. Provide auxiliary assistance in connection with local fire prevention and protection. Reimburse HOST for cost of maintenance of portable and installed fire equipment.
(AI) Police Protection	1. Furnish perimeter and internal base security control and normal station security on all HOST property.	1. Comply with station security regulations and be responsible for administrative security and internal security of TENANT spaces.
(AJ) Housing/Lodging	1. Provide BOQ accommodations as required on an equitable basis with HOST personnel. 2. Provide on a temporary basis one (1) Navy, 3-bedroom married officer's quarters at 1341 A Bobwhite Court, NSGA Northwest to TENANT in exchange for use of TENANT's 4 bedroom officer's quarters provided.	1. Insure TENANT occupants comply with HOST regulations regarding BOQ occupancy. 2. Provide the TENANT 4 bedroom family unit at 1339 B Bobwhite Court, NSGA Northwest to Commanding Officer, Naval Security Group Activity Northwest for assignment on a temporary basis until present occupant's tour is completed.

Encl. (8) to Chapter 3
of COMDTINST M11011.9B

CATEGORY OF SUPPORT	HOST WILL	TENANT WILL
(AJ) Housing/Lodging	<p>3. Provide utilities and routine maintenance program for Coast Guard 50-man barracks.</p> <p>4. Provide TENANT with copy of all station directives and regulations regarding family housing.</p> <p>5. Provide utilities and routine cyclical maintenance service program for all Coast Guard family housing and married officer's quarters on the same basis as HOST family housing.</p> <p>6. Provide maintenance and utilities without reimbursement for the 4-bedroom unit at 1339 B Bobwhite Court provided on a temporary basis by TENANT.</p> <p>7. On an <u>individual call basis</u>, perform maintenance alterations and repair as necessary for the health, comfort and welfare of resident domiciled in those Coast Guard units or structure known as "Family Quarters" physically situated within the confines of the Naval Security Group Activity Northwest, Chesapeake, Virginia, for the period beginning 1 July 1975. These services are to be construed to include fire prevention measures and inspections, recharging, testing and routine main tenance of fire extinguishers</p>	<p>3. Reimburse HOST for utilities and materials used for maintenance of Coast Guard 50-man barracks.</p> <p>4. Ensure TENANT occupants comply with Coast Guard and HOST directives and regulations re-guarding family housing. In case of conflicting directives, TENANT occupants shall comply with Coast Guard directives and the conflict shall be brought to the HOST's attention.</p> <p>5. Provide three civilian positions (one plumber, one painter and one maintenance man) to HOST Public Works Department on a permanent basis. Reimburse HOST for utilities of family quarters occupied by TENANT personnel. Reimburse HOST for materials use on routine cyclical maintenance.</p> <p>6. Reimburse HOST for utilities and maintenance required for Navy 3-bedroom unit at 1341 A Bobwhite Court provided to TENANT on temporary basis in accordance with terms of item 5 above (upon TENANT occupancy).</p> <p>7. Services required on an <u>individual call basis</u>, shall be made via telephone to the the HOST Public Works Department number 421-2141, extension 252. Persons authorized to request such services shall be designated by Commanding Officer, USCG COMMSTA Portsmouth, Northwest, Virginia.</p>

BUDGETING FOR GSA RENT SPACE AND ASSOCIATED REQUIREMENTS

1. Development of annual budget submission.

- a. General. The General Services Administration (GSA) provides to agencies summary level and detailed documentation in support of budgetary information it furnishes for space and special services currently being provided, and the projected Rent for the succeeding fiscal year. This documentation is usually furnished during the month of May. In December, GSA requests an updated list of projected Rent requirements from each agency. Commandant (G-ECV) submits this additional information to the Office of the Secretary of Transportation (OST) not later than February. Accordingly, OST submits the Department's additional space requirements to GSA, and this information becomes the basis for GSA's Rent budget submission to the Office of Management and Budget (OMB).
- b. Coast Guard Budgeting Procedures. In conjunction with the cycle outlined in paragraph one, and the Coast Guard budget cycle, Commandant (G-ECV) will initiate necessary Resource Change Proposals (RCPs) for each budget year as indicated below:
 - (1) Rate Increases. Initiate an RCP which will address only the funding requirements, due to rate increases, to support the existing level of Rent space occupied by the Coast Guard. Required funding will be based on projected rates provided by GSA, and necessary adjustments will be made to account for known additions and deletions which will occur prior to the start of the budget year. Rate increases will no longer be funded from available cost of living funds.
 - (2) New Requirements. Initiate an RCP which will consolidate new Rent requirements for the budget year based on input provided by Headquarters planning coordinators, managers, maintenance and logistics commands (MLCs), district commanders, and applicable Headquarters units.
 - (a) MLCs and Headquarters unit shall input requirements for current needs and changes in accordance with enclosure (10).

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of COMDTINST M11011.9B

1. b. (2) (b) Headquarters planning coordinators shall input requirements associated with new initiatives, program changes, and program requirements in accordance with enclosure (11). These requirements will be based on the RCP submitted for the FY cycle which are still surviving at the OMB stage of the budget.

c. Requests for Reimbursable Services.

- (1) The budget for Rent funds contain no provisions for funds other than those required for basic Rent space. If an activity determines that reimbursable services, e.g., overtime utilities, are required in connection with a GSA space assignment, the activity will contact the appropriate GSA building manager and request the required service. Charges for these reimbursable special services will be budgeted for by the activity and charges, therefore, will be billed directly to the activity as provided for in Subpart 101-21.604 of the Federal Property Management Regulations (FPMR).
- (2) Reimbursable services requirements for new initiatives, program changes, and new program requirements, must be considered, and funding identified prior to starting these initiatives. Normally, the identification of such requirements will be included in the appropriate planning document, i.e., RCP, Planning Proposal, OFCO, etc. Commencing with FY 83, Headquarters planning coordinators are responsible for budgeting and funding new field level requirements for reimbursable services which can be identified to a specific program. Commencing with FY 88, Commandant (G-CPA), in conjunction with Commandant (G-ECV), will approve and budget for reimbursable services required by MLCs and district offices which cannot clearly be identified to a specific program.
- (3) Distribution of funds required for reimbursable services will be made by Headquarters planning coordinators or by Commandant (G-ECV) for MLCs and district offices by CG-4144s or Target Modification, as appropriate.

2. Budgetary Limitations and Funding for Unbudgeted Space Requirements.

- a. Funds for space requirements are provided to the Coast Guard based on RCPs included and approved in the budget. The RCP's are submitted based on the method and time element indicated above. No additional funds are, therefore, available to reimburse GSA for space requirements above those specifically included in the Rent fund budget.

2. b. Since funds will not be available to the Commandant (G-ECV) for space requirements which are not included in the annual budget, any additional funds required for reimbursement to GSA for unbudgeted space requirements will, therefore, require funding by the appropriate MLCs, districts, Headquarters units or Headquarters program/support managers.
3. Field Command Prerogatives. Increases in space which are the result of space management decisions by the MLC, district or a Headquarters unit and which are not part of new or expanding programs approved through the budget process, will not be ordinarily supported by additional OG-30 funds from Headquarters. However, upon notification, Commandant (G-ECV) will include this space in their Rent expansion RCP to be submitted to Commandant (G-CPA). Only upon approval by Commandant (G-CPA) will future year funding be provided.
4. Distribution of Funds. Commandant (G-ECV) will distribute rate increase and budget approved additional Rent funds annually on a "zero-based" concept via the OG-30 Operating Guide Summary of Budget Estimates (CG-4144) process or Target Modification, as appropriate.

PROCEDURES FOR RENT INPUT REQUIREMENTS BY FIELD ACTIVITIES

1. Maintenance and logistics commands (MLCs), districts and applicable Headquarters units will provide an annual input to Commandant (G-ECV) for anticipated Rent space projections and reimbursable services to be provided by GSA. MLCs and districts will submit data for field activities. Normally, Commandant (G-ECV) will request these inputs in November with a response date in late January. This annual input will cover a 30-month period from 1 March current fiscal year thru 30 September budget year (for example in November 1980 input will be requested for the period 1 March 1981 thru 30 September 1983). Commandant (G-ECV) will extract the necessary data for the budget year for incorporation into the budget request (i.e., FY-83 in above example).
2. In general, the information to be submitted includes:
 - a. Space additions and deletions.
 - (1) Location. City or county and state. Include street address, if known.
 - (2) Building name and number, if known.
 - (3) Date of anticipated change.
 - (4) Type of space and square feet involved. See enclosure (12) for definitions.
 - (5) Type of Coast Guard unit (or staff component) involved.
 - (6) Number of billets involved, if new billets correlate with Personnel Allowance Change numbers when known.
 - (7) Grade/rank of each billet involved.
 - (8) Short narrative description explaining reason for addition or deletion.
 - b. Recurring Reimbursable Services.
 - (1) Listing of new GSA reimbursable services required in the budget year and existing reimbursable services which will continue into the budget year. Identify requirements by FY indicating building name and number (if known), address, Coast Guard unit, estimated cost, description of service, and period (i.e. evenings, weekends, specific month, etc.).

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2. b. (2) Non-recurring reimbursable services. Listing of GSA non-recurring reimbursable services required in the budget year. Identify requirements by building name and number (if known), Coast Guard unit, address, city, state, description of projects, and estimated costs.
- c. Slight variance from the basic information and format may occur each year depending on specific additional information that may be required by GSA. These variances will be indicated by Commandant (G-ECV) in its November request for the report.
- d. Since the above information will also be utilized for reporting requirements other than budgeting, Commandant (G-ECV) will extract the necessary data for input into the applicable budget year request.
- e. Specific requests for Rent funding, outside the normal budgeting cycle, may be submitted to Commandant (G-CBU) anytime in accordance with the Manual for Budgetary Administration (M7100.3 series). However, it is emphasized that funding for requirements not included in the budget will not normally be funded by Headquarters.
- f. Commandant (G-ECV) will consult with and obtain the concurrence of the appropriate Headquarters planning coordinators for all field level Rent requests. Commandant (G-CPA) will be consulted and concurrence obtained for all requests involving MLCs and district offices.

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of COMDTINST M11011.9B

PROCEDURES FOR RENT SPACE INPUT REQUIREMENTS BY HEADQUARTERS
PROGRAM/SUPPORT MANAGERS

1. Headquarters program/support managers may have space requirements for their Headquarters staff and for their needs outside of Headquarters. Space resource needs of Headquarters planning coordinators for their Headquarters staff will be provided to Commandant (G CAS) via memorandum. Commandant (G CAS) will review, prioritize and validate the space requirements, and provide a consolidated Headquarters requirement to Commandant (G ECV).
2. Headquarters program/support managers shall input their GSA Rent space or services requirements outside of Headquarters to Commandant (G ECV) by completing Request for Space (SF-81) as indicated below:
 - a. SF-81 will normally be prepared in conjunction with the submission of Resource Change Proposals (RCPs) for program requirements. Do not include the Rent costs in the related RCP for budget year requirements. Forward the SF-81 and a copy of the related RCP to Commandant (G ECV). The SF-81s will become the basis for developing a "consolidated" new Rent requirements RCP for the budget year by Commandant (G ECV). This "consolidated" RCP will be updated at each stage of the budget to reflect the success or failure of the RCPs upon which it is based.
 - b. Other planning and programming documents, such as Planning Proposals and OFCOs, should consider any General Service Administration (GSA) space and services requirements. The source of required funding will be addressed and identified in the basic document.
3. The SF-81s submitted to Commandant (G ECV) by Headquarters program/support managers will be used only for internal management purposes to develop budgetary requirements.
4. Commandant (G ECV) will provide assistance in completing the SF-81s and determining space needs. Blank SF-81 forms may be obtained from Commandant (G ECV).
5. Specific instructions for completing SF-81 in accordance with this enclosure are:
 - a. A separate SF-81 shall be completed for each location where GSA Rent space and services are required by the RCP or planning document. The form may be completed in longhand (ink).

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- 5. b. Block 1: Self-explanatory.
- c. Block 2: Indicate appropriate RCP number and FY where applicable.
- d. Block 3: Self-explanatory.
- e. Block 4: Also indicate address and building number (if known) for existing locations.
- f. Block 5: Not applicable.
- g. Block 6: Originating division, name, and extension of contact point.
- h. Block 7: Indicate who will occupy space, i.e., BOSDET, recruiting office, etc.
- i. Block 8: Not applicable.
- j. Block 9: Not applicable.
- k. Block 10: not applicable.
- l. Block 11: Self-explanatory - See Figures 11-A and 11-B for space allowances and completed sample SF-81.
- m. Block 11 (a): Under job title, enter square feet allowed for grade in Occupancy Standard. See Figure 11-A.
- n. Block 11 (b): Not applicable.
- o. Block 12: Applicable only when PM/SM will provide the necessary funding.
- p. Block 13: Self-explanatory.
- q. Block 14: Official Parking - When parking is required for assigned official vehicles, indicate the type and number of vehicles for which space must be provided. Extended operational requirements: If there is a requirement for access to and/or for services in the space requested during the evening hours or over weekends, it should be noted and fully explained in the block. Requirements for recurring and non-recurring reimbursable services and estimated costs should be indicated in this block.
- r. Block 15: Signature and title of person authorized to sign for Headquarters program/support managers.

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EXCERPTS FROM 101-17.3 OF THE FEDERAL PROPERTY MANAGEMENT REGULATIONS
(SPACE STANDARDS, CRITERIA AND GUIDELINES)

101-17.303b - Work station space allowances listed in 101-17.304-1 shall not necessarily be used as criteria for assigning space to individuals. Rather, they should be used to estimate that portion of the total office space that is required for work stations.

WORK STATION STANDARDS

	<u>Supervisors*</u>	<u>Non-Supervisory</u>
E-1 thru 6 use GS-1 thru 6	100	60
E-7 use GS-8	100	75
E-8 use GS-10	100	75
E-9 use GS-11	100	75
W-2 use GS-9	100	75
W-3 use GS-11	100	75
W-4 use GS-12	150	100
O-1 use GS-7 (ENS)	100	75
O-2 use GS-9 (LTJG)	100	75
O-3 use GS-11 (LT)	100	75
O-4 use GS-13 (LCDR)	150	100
O-5 use GS-14 (CDR)	225	150
O-6 use GS-15 (CAPT)	225	150
O-6 use GS-16 (CAPT)		
supervises another O-6	300	225
O-7 use GS-17 (RADM)	300	300
O-8 use GS-18 (ADM)	300	300

*Directly supervises 3 or more persons

101-17.304.2 Administrative support space allowances

Although work stations may be interspersed in administrative support areas, allowances for administrative support areas may not be added to allowances for work stations except where support area furniture exceeds the capacity of the work area.

Table I Common Furniture Allowances - Space allowed is generally twice the actual area occupied.

Figure 11-A

SPACE ALLOWANCE TABLES

(Common Furniture and Equipment)

Item	Size (inches)	Allowance (square feet)
Bookcase	13 X 33	6
Bookcase, utilized	22 X 18	4
Cabinet, storage, wardrobe	18 X 24	6
Cabinet, storage, wardrobe	18 X 36	9
Cabinet, storage, wardrobe	24 X 36	11
Cabinet, stationary	18 X 36	9
Cabinet, filing (letter size)	15 X 25	7
Cabinet, filing (legal size)	18 X 25	8
Cabinet, filing (safe)	19 X 28	9
Cabinet, filing (map, plan)	36 X 48	24
Cabinet, filing (map, plan)	36 X 60	30
Chair, side		5
Costumer, (hat tree)		4
Credenza (not part of a work station)	18 X 66	15
Locker, clothing	18 X 21	6
Locker, clothing	36 X 21	12
Safe (1-door)	21 X 33	8
Safe (1-door)	42 X 36	10
Safe (2 door)	42 X 36	18
Stand, dictionary		4
Stand, office machine	18 X 18	5
Stand, office machine	18 X 34	9
Stand, office machine	24 X 36	12
Table	14 X 26	4
Table	24 X 36	12
Table	30 X 60	25
Table	34 X 60	30
Table	36 X 72	35
Valet rack	20 X 30	8
Valet rack	20 X 51	14
Shelving	12 X 36	9
Shelving	18 X 36	10
Shelving	24 X 36	11

Figure 11-A

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Table II Common Functions.

<u>ITEM</u>	<u>ALLOWANCE</u>
Conference and meeting rooms.	On 50 percent time/use basis at 20 square feet per person, based on average number of persons in attendance.
Classrooms and training rooms.	Desk/arm chair at 10 square feet per person. Desk and chair at 40 square feet per person.
Reception areas	Based on average visitor load at 10 square feet per person.
Exhibit areas, internal duplicating, libraries mailrooms, supply rooms.	Actual measurement of equipment plus circulation.

101-17.307 Private Office Space Allowances.

Private offices should be provided only when there is a demonstrated functional need. They should be only large enough for the occupant to conduct his normal business in an efficient manner and with a reasonable degree of dignity.

Figure 11-A

Encl. (11) to Chapter 3
of COMDTINST M11011.9B

REQUEST FOR SPACE (See instructions on back)		1 DATE 10/1/80	2 AGENCY REQUEST NUMBER RCP 849 10 FY81	3 SPACE REQUESTED IS FOR <input checked="" type="checkbox"/> INITIAL REQUEST <input type="checkbox"/> SUPPLEMENTAL REQUEST	REPLACEMENT OF EXISTING SPACE <input type="checkbox"/>	4 SPACE REQUIRED AT City & State Building HA001 20th Dist Office LOCATED - NOWHERE	
TO General Services Administration Public Buildings Service			6 FROM Agency LT. I. H. HERE No. Street X 1234 City, State G-222 & ZIP Code		7 SPACE TO BE OCCUPIED BY (Name, Division, Branch, etc.) Increased billets for District (x) staff.		
8 OFFICE TO BE BASED (Address only) N/A			9 OFFICE TO RECEIVE SPACE ASSIGNMENT RECORD (Address only)		10 TERM OF OCCUPANCY FROM TO NO. YEARS FROM LEAS		
11. SPACE REQUIREMENTS							
OFFICE SPACE	1	GS 1-6	Suprv & Nonsuprv	60	3	180	12 ARE THERE SPECIAL REQUIREMENTS OR REIMBURSEMENT OF EXISTING SPACE? <input type="checkbox"/> YES <input type="checkbox"/> NO
	2	GS 7		75	1	75	
	3	GS 8	Nonsupervisory (Add 25 sq ft. for supervisory positions)	75			
	4	GS 9		75	1	75	
	5	GS 10		75			
	6	GS 11		75	1	100	
	7	GS 12-13	Supervisory	150	1	150	
	8		Nonsupervisory	100			
	9	GS 14-15	Supervisory	225			
	10		Nonsupervisory	150			
	11	GS 16, 17, 18		300			
13 SUBTOTAL (Lines 1 through 12) 7 580							
STORAGE	14	General storage				100	14 SPECIAL REQUIREMENTS (Use instructions 3 and 4 on page 14) Official vehicle parking for two (2) sedans. Recurring reimbursable services - requires O/T: Utilities .6 hr/day - \$1000/year. Estimated cost \$2,500. Non-recurring reimbursable services: Installation of video cameras for security. Estimated cost \$2,000.
	15	Inadequate parking (No. of spaces _____ X 300 sq ft.)				600	
	16	Warehouse area					
	17	SUBTOTAL (Lines 14 through 16)				700	
SPECIAL	18	Laboratory and clinic area				150	15 CERTIFICATION BY AUTHORIZED REQUESTING OFFICIAL I certify to the validity of the data presented herein and that the space requested is necessary for the proper functioning of the above named activity. Also that request is in compliance with FPMR 101-17.100, 101-18.107, 101-19.101. FOR GSA USE ONLY <input type="checkbox"/> Government controlled space to be assigned <input type="checkbox"/> No government controlled space available and leasing action will be required <input type="checkbox"/> Agency authorized to acquire space under its authority 16 ACTION BY AUTHORIZED GSA OFFICIAL SIGNATURE AND ORGANIZATION OFFICE SYMBOL DATE FBS CONTROL NUMBER REGION NO DATE REQUEST RECEIVED
	19	Food service area					
	20	Structurally changed area					
	21	Automatic data processing area					
	22	Conference training area				150	
	23	Light industrial area					
	24	Quarters and residential housing area					
	25	SUBTOTAL (Lines 18 through 24)				300	
26	TOTAL (Lines 13, 17, and 25)				1,580		
27	Out of parking (Number of spaces <u>10</u> visitor parking)				3,000		
28	Open land (Acres)						

REQUEST FOR SPACE (SF-81)

Figure 11-B

BILLING/COSTING/APPEALS PROCEDURES/RECORDS MANAGEMENT

1. Federal Buildings Fund Rent (formerly Standard Level User Charges (SLUC)). General Services Administration (GSA) will render bills for Rent charges to Commandant (G CAC) for all GSA assigned space to the Coast Guard on a quarterly basis at the beginning of each quarter, with adjustments in arrears. Commandant (G CAC) will record the costs to the various cost centers on a quarterly basis. MLCs, districts and Headquarters units must validate the accuracy of the bill by reviewing current records to determine, if the bill correctly reflects space assignments and indicated charges. Any discrepancies noted will be resolved by appropriate local contacts with the GSA building manager or GSA regional office.
2. Reimbursable Services. Charges for reimbursable services will be billed by the local GSA region directly to the agency paying office cited on the work authorization. In the majority of cases this will be the MLC, district or Headquarters unit office. Bills for recurring reimbursable services are rendered in advance. Bills for non-recurring reimbursable services are rendered in advance at the time work authorizations are approved.
3. Costing.
 - a. Where possible, costs for GSA space and services will be allocated to the same cost codes to which the pay of assigned personnel are charged. Costs should be distributed based on square feet of space occupied. Costs of common use space or services will be prorated to the various cost centers in direct proportion to designated use space.
 - b. Since costs for space and services are considered normal and ordinary operating expenses of the units involved, OG-30 will be used to meet these costs.
4. Review and Appeals.
 - a. Agencies may at any time request a regional review of the measurement, classification, services levels provided, or charges assessed that "pertain to the space assignment without resorting to formal procedures." Subpart 101-21.606 of Federal Property Management Regulations (FPMR) provides that such requests do not constitute appeals and should be directed to the appropriate GSA regional office.

4. b. Agencies may file formal appeals on the Rent assessed, but only when the charge assessed is in excess of the comparable commercial square foot rates by 25 percent or 50 cents a square foot, whichever is greater, or when the quarterly Rent is in excess of the comparable commercial charge for that quantity of space by more than \$12,500. The criteria for filing such an appeal is contained in Subpart 101-21.606(b) and (c). The initial appeal will be filed by the MLC, district or Headquarters unit with the regional office of GSA. A copy of the appeal should be forwarded to Commandant (G ECV). If the appeal is not satisfactorily resolved, the matter will be forwarded to the Commandant (G-ECV) with all required information and data, including results of the initial appeal. If further appeal is considered appropriate, it will be filed with the Commissioner, Public Building Service, GSA, thru the Department of Transportation.

5. Records Management.
 - a. Maintenance of Records. In order to assure prompt verification of quarterly billings for GSA assigned space, current and accurate records must be maintained by the MLCs and districts. These records, in addition to applicable correspondence and other information and data applicable to the assignments, will include up-to-date inventory of GSA assigned space and services. Commandant (G-ECV) will maintain a total inventory of GSA space assigned to the Coast Guard.

 - b. Distribution of Records. Copies of all forms or correspondence applicable to request for assignment, verification and release of GSA space assignments shall be forwarded to Commandant (G-ECV) immediately. This data will be used to update Commandant (G-ECV) total inventory records. Since the rate increase, Resource Change Proposals (RCPs) will be based upon this record; timeliness and accuracy of submitted data is essential.

SPACE DEFINITIONS

1. The classification of occupiable area is outlined as follows:
 - a. Office Type Space. No subsets.
 - b. Storage Type Space. Consisting of 3 subsets.
 - (1) ST 1. General storage area.
 - (2) ST 2. Inside parking area.
 - (3) ST 3. Warehouse area.
 - c. Special Type Space. Consisting of 7 subsets.
 - (1) ST 1. Lab and clinic area.
 - (2) ST 2. Food service area.
 - (3) ST 3. Structurally changed area.
 - (4) ST 4. Automatic Data Processing (ADP) area.
 - (5) ST 5. Conference - training area.
 - (6) ST 6. Light industrial area.
 - (7) ST 7. Quarters and residential housing area.
 - d. Outside Parking Area.
2. The classification categories are further defined as follows:
 - a. Office Type Space. This space must provide an acceptable environment suitable in its present state for an office operation. This requirement includes, but is not limited to, adequate lighting, heating and ventilation, air conditioning, floor covering, finished walls, accessibility, etc. The space may consist of a large open area or may be partitioned into rooms. Private corridors, closets, etc., which have been created within office type space through the erection of partitions will be coded as office type space. Office type space has no subsets. Examples are as follows:
 - (1) General purpose office space.

Encl. (13) to Chapter 3
of COMDTINST M11011.9B

2. a. (2) Private corridors.
 - (3) Conference rooms (without special equipment & heating, ventilation and air conditioning (HVAC)).
 - (4) Training rooms (without special equipment and HVAC).
 - (5) Libraries (without extensive built-in stacks and special floor loading).
 - (6) Dry laboratories.
 - (7) Supply rooms, closets, and any other storage use areas in office quality space.
 - (8) Credit unions.
 - (9) Lounges (other than toilet area).
 - (10) Reception areas.
 - (11) Hearing rooms (without special equipment & HVAC).
 - (12) Telephone switchboard rooms.
 - (13) Mail rooms.
 - (14) Health rooms (without special equipment).
- b. Storage Type Space. Storage type space generally has concrete, wood, block, or unfinished floors, bare block or brick interior walls, unfinished ceiling, minimal lighting and heating, etc. This type would include attics, basements, warehouses, sheds, unimproved areas of loft buildings and unimproved building cores. All storage space will be classified in one of the following subsets:
- (1) ST 1. General storage areas - Includes:
 - (a) Basement storage.
 - (b) Attic storage.
 - (c) Closets (not finished to office standards).
 - (d) Storerooms (not finished to office standards).

- 2. b. (1) (e) Supply rooms (not finished to office standards).
- (f) File rooms (not finished to office standards).
- (g) Warehouse areas of multi-use buildings.
- (2) ST 2. Inside Parking Areas. This is garage space located in either federally owned or leased buildings which is utilized for the parking of motor vehicles. Where the entire garage floor is under the assignment control of GSA, inside parking area shall consist of that space derived by measuring from the inside of the garage wall to the inside of the opposite wall, less mechanical, toilet, custodial, vertical circulation, and space utilized for other parking purposes. In buildings where GSA controls only a partial garage floor, inside parking shall consist of the actual parking area only. In leased buildings where a specific number of parking spaces are under lease or service contract, the inside parking area shall be determined by multiplying the number of spaces by 300 square feet. Inside parking areas shall be further categorized as official or employee parking in accordance with space assignment procedures which includes garages, parking areas and motor pool parking.
- (3) ST 3. Warehouse Areas. This subset includes entire buildings with warehouse features containing only minor amounts of supporting office space.
- c. Special Type Space. This space, because of architectural features or the installation of fixed (built-in) equipment and special utilities, necessitates the expenditure of varying amounts to construct, maintain and/or operate compared to office and storage space. Special-type space is further defined according to one of the following subsets:
 - (1) SP 1. Laboratory and Clinic Areas. This classification includes those areas containing built-in equipment and utilities required for the qualitative or quantitative analysis of matter, experimentation, the processing of material or the physical welfare of employees or the public. Includes:
 - (a) Wet laboratories.
 - (b) Clean laboratories.
 - (c) Photographic laboratories.

- 2. c. (1) (d) Clinics.
 - (e) Health units and rooms (with special equipment).
 - (f) Private toilets.
- (2) SP 2. Food Service Areas. The space in the building devoted to the preparation and dispensing of foodstuffs. Includes:
 - (a) Cafeterias (kitchens and table area).
 - (b) Snack bars.
 - (c) Mechanical vending areas.
 - (d) Private kitchens.
- (3) SP 3. Structurally Changed Areas. Those areas having architectural features differing from normal office and storage areas such as sloped floors, high ceilings, increased floor loading, etc. Includes:
 - (a) Auditoriums.
 - (b) Gymnasiums.
 - (c) Libraries (with special stacks and floor loading).
 - (d) Detention cells.
 - (e) Target ranges.
 - (f) Security vaults.
 - (g) Courtrooms.
 - (h) Vertical improved mail systems area.
- (4) SP 4. Automated Data Processing Areas. Those areas having special features such as humidity and temperature control, raised flooring, special wiring, etc. Includes:
 - (a) Computer rooms.
 - (b) Support area (with special flooring and wiring).
 - (c) Tape vaults.

2. c. (5) SP 5. Conference and Training Areas. Areas used for conference, training, hearings, etc., with special equipment and HVAC. Includes:
 - (a) Conference rooms (with special equipment and HVAC).
 - (b) Training rooms (with special equipment and HVAC).
 - (c) Exhibit areas (with special equipment and HVAC).
 - (d) Hearing rooms (with special equipment and HVAC).
 - (e) Small courtrooms (no structural changes).
- (6) SP 6. Light Industrial Areas. This classification is intended to include areas that do not fall within office, storage, or the other subsets of special. The light industrial category will reflect a rental rate exceeding the storage rate. Any of the following examples which are housed in a higher cost space, such as office, will be included in the higher cost category.
 - (a) Records storage (with humidity control).
 - (b) Storage space (with air conditioning).
 - (c) Printing plants.
 - (d) Product classifying laboratories.
 - (e) Motor pool service areas.
 - (f) Shops (other than PBS).
 - (g) Covered canopy areas (if included in occupiable area) postal workrooms, lockbox and screenline lobbies, lockout areas that are not suspended, swingrooms, locker rooms, mailing vestibules and platforms.
- (7) SP 7. Quarters and Residential Housing Areas. Areas used for housing and quarters that do not logically fall in other categories (i.e. quarters in office-type space are classified as office-type).
- d. Outside Parking Areas. This is parking space located outside of federally-owned or leased buildings which is utilized for the parking of motor vehicles. The parking area shall be determined by multiplying the number of spaces by 300 square feet.

Encl. (14) to Chapter 3
of COMDTINST M11011.9B

STANDARD FORM 2 FEBRUARY 1963 EDITION GENERAL SERVICES ADMINISTRATION FPMR (41 CFR) 101-11.601	U.S. GOVERNMENT LEASE FOR REAL PROPERTY
DATE OF LEASE	LEASE NO.
<p>THIS LEASE, made and entered into this date by and between</p>	
<p>whose address is</p>	
<p>and whose interest in the property hereinafter described is that of</p>	
<p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p>	
<p>WITNESSETH The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:</p>	
<p>1. The Lessor hereby leases to the Government the following described premises:</p>	
<p>to be used for</p>	
<p>2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on through, subject to termination and renewal rights as may be hereinafter set forth.</p>	
<p>3. The Government shall pay the Lessor annual rent of \$ at the rate of \$ per in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to</p>	
<p>4. The Government may terminate this lease at any time by giving at least days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.</p>	
<p>5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:</p>	
<p>provided notice be given in writing to the Lessor at least days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.</p>	

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (SF-2)

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following

SAMPLE

7 The following are attached and made a part hereof.
The General Provisions and Instructions (Standard Form 2-A, ... edition)

8 The following changes were made in this lease prior to its execution

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY _____ (Signature) _____ (Signature)

IN PRESENCE OF

_____ (Signature) _____ (Address)

UNITED STATES OF AMERICA

BY _____ (Signature) _____ (Official Title)

STANDARD FORM 2 (BACK)

A 1-60*

U. S. GOVERNMENT LEASE FOR REAL PROPERTY (SF-2)

GENERAL PROVISIONS, CERTIFICATION AND INSTRUCTIONS

U.S. Government Lease for Real Property

GENERAL PROVISIONS

1. SUBLETTING THE PREMISES

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

2. MAINTENANCE OF PREMISES.

The Lessor shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

3. DAMAGE BY FIRE OR OTHER CASUALTY.

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter, if so terminated no rent shall accrue to the Lessor after such partial destruction or damage, and if not so terminated the rent shall be reduced proportionately, by supplemental agreement hereto effective from the date of such partial destruction or damage.

4. ALTERATIONS.

The Government shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

5. CONDITION REPORT

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

6. COVENANT AGAINST CONTINGENT FEES.

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration or otherwise recover, the full amount of such commission percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

7. OFFICIALS NOT TO BENEFIT.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease

contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

8. ASSIGNMENT OF CLAIMS.

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may hereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

9. EQUAL OPPORTUNITY CLAUSE.

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60))

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

agency and the Secretary of Labor for purposes of investigation to a certain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. FACILITIES NONDISCRIMINATION.

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of

this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

11. EXAMINATION OF RECORDS.

(NOTE — This provision is applicable if this lease was negotiated without advertising.)

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

12. APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

12. INSPECTION.

At all times after receipt of Bids, prior to or after acceptance of any Bid or during any construction, remodeling or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, shall be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met.

14. ECONOMY ACT LIMITATION.

If the rental specified in this lease exceeds \$2,000 per annum, the limitation of Section 322 of the Economy Act of 1932 as amended (40 U.S.C. 278a), shall apply.

15. FAILURE IN PERFORMANCE.

In the event of failure by the Lessor to provide any service, utility maintenance or repairs required under this lease, the Government shall have the right to secure said services, utilities, maintenance or repairs and to deduct the cost thereof from rental payments.

16. LESSOR'S SUCCESSORS.

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

CERTIFICATION

1. CERTIFICATION OF NONSEGREGATED FACILITIES.

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies fur-

CERTIFICATION

ther that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors

prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, that he will retain such certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTE.—The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

INSTRUCTIONS

1. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.
2. When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.
3. Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature

and title of the officer or other person signing the lease on its behalf, duly attested, and if requested by the Government evidence of this authority, so to act shall be furnished.

4. When deletions or other alterations are made specific notation thereof shall be entered under clause 5 of the lease before signing.

5. If the property leased is located in a State requiring the recording of leases, the Lessor shall comply with all such statutory requirements at Lessor's expense.

INSTRUCTIONS

STANDARD FORM 2-B FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION GSA (41 CFR) 101-11.6	U.S. Government Lease for Real Property (Short Form)	L E A S E DATE _____ NO _____
The LESSOR leases to the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT, the described premises on the terms stated herein, including the conditions on the reverse hereof		
1. LOCATION OF LEASE PREMISES		
2. DESCRIPTION OF LEASED PREMISES		
3. TERM To have and to hold For the term beginning _____ through _____ From year to year thereafter, but not beyond _____ this lease		
4. TERMINATION. The Government may terminate this lease at any time by giving at least _____ days' written notice to the Lessor. Said notice shall be computed commencing with the day after the date of mailing.		
5. RENTAL. The Government shall pay the Lessor annual rent of \$ _____ at the rate of \$ _____ per _____, in arrears. Rent for a lesser period shall be pro-rated. Rent checks shall be made payable to _____		
6. SERVICES AND UTILITIES (Enter "X" in box for each item to be provided by Lessor as part of lease)		
<input type="checkbox"/> (1) HEAT <input type="checkbox"/> (2) ELECTRICITY <input type="checkbox"/> (3) POWER (Special equipment) <input type="checkbox"/> (4) WATER (Hot and cold) <input type="checkbox"/> (5) OTHER (Specify)	<input type="checkbox"/> (6) CHILLED DRINKING WATER <input type="checkbox"/> (7) AIR CONDITIONING <input type="checkbox"/> (8) ELEVATOR SERVICE <input type="checkbox"/> (9) WINDOW WASHING (Quarters)	<input type="checkbox"/> (10) TOILET SUPPLIES <input type="checkbox"/> (11) JANITOR SERVICE AND SUPPLIES <input type="checkbox"/> (12) INITIAL LAMPS, TUBES, BALLASTS AND REPLACEMENT <input type="checkbox"/> (13) MECHANICAL VENTILATION
7. SPECIAL OR OTHER PROVISIONS AGreed UPON		
_____ LESSOR		
BY _____ (Signature) _____ (Signature)		
UNITED STATES OF AMERICA		
BY _____ (Signature) _____ (Official Title)		

SAMPLE

GENERAL PROVISIONS

1 MAINTENANCE OF PREMISES

The Lessor shall maintain the premises and property furnished under this lease in good repair and tenable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may, at reasonable times approved by the Government, enter and inspect the same and make any necessary repairs thereto.

2. DAMAGE BY FIRE OR OTHER CASUALTY

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

3 ALTERATIONS

The Government may make alterations, attach fixtures or signs and erect structures in or upon the leased premises, all of which shall be the property of the Government.

4. CONDITION REPORT

A joint physical survey and inspection report of the demised premises, shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

5 OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that may arise therefrom but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

6 APPLICABLE CODES AND ORDINANCES

The Lessor as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense to obtain all necessary permits and related items.

7. LESSOR'S SUCCESSORS

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

8. COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

9 FACILITIES NONDISCRIMINATION

(a) As used in this section, the term 'facility' means stores, shops, restaurants, caterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing or in refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to tenants, their employees, customers, patients, clients, guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.

(d) It is further agreed that from and after the date hereof the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

10 EXAMINATION OF RECORDS

(NOTE: This provision is applicable if this lease was negotiated without advertising.)

a. The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

b. The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

11 INSTRUCTIONS

Whenever the lease is executed by an attorney, agent or other person or corporation on behalf of the Lessor, the name of the Lessor shall appear above the signature of the person signing.

STANDARD FORM 2-B
FEBRUARY 1963 EDITION

Encl. (17) to Chapter 3
of COMDTINST M11011.9B

CORPORATE CERTIFICATE

If agreement is made with a corporation the following shall be executed by the Secretary or Assistant Secretary:

I, _____, certify that I am the _____ Secretary of the corporation named in the attached agreement; that _____ who signed said agreement on behalf of the corporation was then _____ of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

REVERSE BLANK

CONTRACT DISPUTES CLAUSE

1. This lease is subject to the Contract Disputes Act of 1978 (Public Law 95-563).
2. Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.
3. As used herein "claim" means written demand or assertion by one of the parties seeking as a legal right the payment of money, adjustment or interpretation of lease terms, or other relief arising under or relating to this lease.
4. A voucher, invoice or request for payment that is not in dispute when submitted is not a claim for the purpose of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.
5. A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the government against the Lessor shall be subject to a decision by the Contracting Officer.
6. For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and the amount requested accurately reflects the lease adjustment for which the Lessor believes the government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.
7. For Lessors claim of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.
8. The Contracting Officer's decision shall be final unless the Lessor appeals or files suit as provided in the Act.
9. The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.

Encl. (18) to Chapter 3
of COMDTINST M11011.9B

10. Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at the rates fixed by the Secretary of the Treasury, under the Renegotiation Act, PL 92-41.
11. Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

PREPARATION AND CONTENTS OF LEASES

1. Standard Forms. The use of the following forms are required by Federal Procurement Regulation (FPR) Subpart 1 16.6. U.S. Government Lease for Real Property (SF-2) together with General Provisions and Instructions, U.S. Government Lease for Real Property (SF-2A) shall form the official document to be used in the leasing of space in buildings. See enclosures (14) and (15). Note that SF-2A is made a part of the leasing document through the reference of paragraph 7 of SF-2 and 2A or 2B, if appropriate. It is also the policy of the Commandant to use these forms for leases of vacant land. Use of the Standard Forms (SF) is mandatory for all leasing transactions.
2. Deviations from Standard Clauses. Deviations from the clauses in the Standard Forms prescribed in FPR 1 16.6, as amended, are only allowed as follows:
 - a. Deviations may be made from clauses 1 through 5 of Standard Form 2-A, if in the best interests of the Coast Guard and, if the deviations are consistent with the required clauses, federal law, and federal and Coast Guard policy.
 - b. Additional clauses may be added to the Standard Forms, if they are in the best interests of the Coast Guard and, if they are consistent with the other clauses in the lease, federal law, and federal and Coast Guard policy.
 - c. Deviations from the required clauses in the Standard Forms may be made in accordance with paragraph CGAP Subpart 1201.4 of Commandant Instruction M4200.19 (series), Coast Guard Acquisition Procedures. Submit all requests for deviations to Commandant (G-CCS-1) (formerly G-FPM) for approval.
3. Date of Lease. The date which the lease is signed and entered into shall be inserted in the block provided near the top of page 1 of SF-2. Since this date should be that upon which the Lessor grants the lease, the Lessor shall be requested to insert in this block the date which he signs the agreement.
4. Lease Number. A contract number shall be assigned to the agreement by the Real Estate Contracting Officer and inserted in the Lease No. block provided at the time the lease is prepared.

5. Introductory Paragraph. Insertions as noted parenthetically below shall be made in the introductory paragraph, as follows:

"This Lease, made and entered into this date by and between (full name of Lessor in capital letters) whose address is (full post office address, including ZIP code) and whose interest in the property hereinafter described in that of (title evidencing Lessor's interest, discussed below), hereinafter called the Lessor, and United States of America." Examples of language inserted to describe the lessor's interest in the property are as follows: "Owners," "Agent for (name) the owner," Lease under Lease dated (date) granted by (Owner's name) the owner."

6. Article 1 Description and Use of Premises.

- a. The description of the space should be as accurate and complete as possible, including room numbers, respective dimensions and areas, total area, floor number, building designations, street address (if any), city/town/village, county and state. If the rooms are not numbered, the precise location of the space in the building should be described by appropriate reference. Such detail is required to permit the drafting of complaints to the lessor regarding particular portions of the premises, the development of real property reports, the amendment of the lease when a portion of the premises is to be altered, relinquished, etc. Descriptions similar to the following (which are not descriptions of actual space) will be acceptable:

- (1) "Approximately 1,056 net usable square feet of ground floor office space comprising one store unit at 12432 Brookhurst Street, Garden Grove, CA 92632."
- (2) "Two adjoining rooms, 14' by 16' and 14' by 20'9", containing 224 square feet and 291 square feet, respectively, containing a total of 515 square feet of floor space, immediately adjacent to the west of the conference room in the southeast corner, second floor, Administration Building, Augusta, Kennebec County, Maine."

7. Lease Period. A lease is limited to a term of 1 fiscal year or a portion of a fiscal year.

8. Article 2 - Initial Term.

- a. The effective date on which the government shall have the right of occupancy shall be inserted in the first blank and the end of the fiscal year in the second.
- b. Where all of the space is provided rent-free, the following sentence shall be included at the end of Article 2: "The premises are made available without rental charge pursuant to the terms of XXXXXXXXXXXX (TO BE FILLED IN)."

9. Article 3 - Rental.

a. Rented Space.

- (1) The annual rental rate shall be inserted in the first line. Provisions may be made to apportion this rate into semiannual, quarterly or monthly payments, through appropriate insertions in the second line. The words, "The Lessor," or the name and full address (including ZIP code) of the payee designated by the Lessor shall be inserted at the end of this article.
- (2) A separate article may be used to further breakdown the rental.

- b. Rent-Free Space. When the lease contains only rent-free space, Article 3 shall be stricken in its entirety unless changed to reflect only charges for services or utilities furnished by the Lessor.

10. Article 4 - Termination By the Government. The number of days notice in writing the Lessor requires the government to give to terminate the lease shall be inserted in this article. The stipulation of from 30 to 90 days notice may be agreed on by the Real Estate Contracting Officer and Lessor.

11. Article 5 - Renewal Option.

- a. The lease term is limited to 1 fiscal year, as previously explained in paragraph 3-E-4.a.
- b. The automatic renewal clause may be used in any case for which GSA has delegated their long-term leasing authority, and for leasing of residential housing, not to exceed a 5-year period. The following clause shall be used:

11. b. (cont'd) "This lease may, at the option of the government, be renewed from year-to-year at an annual rental of \$ _____ and otherwise upon the terms and conditions herein specified. The government's option shall be deemed exercised and the lease renewed each year for 1 year unless the government gives 30 days notice that it will not exercise its option, before this lease or any renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September _____; AND PROVIDED FURTHER, that adequate appropriations are available from year-to-year for the payment of rentals."

12. Article 6 - Services and Facilities Furnished.

- a. Leases may provide for the payment of utilities in the same lease rather than under a separate contract so long as the utilities are separately stated.
- b. Leases may provide for annual or semi-annual negotiations for utilities.
- c. Leases may provide for direct billing of utilities to the Coast Guard.
- d. Utility costs are not included as part of the Economy Act limitations, if the utility costs are written separately. The services should be written in detail. The following, which is provided merely as a guide, contains detail of the type required:
 - (1) Heat and/or Air Conditioning. In negotiating and writing these provisions in a lease, the following shall be considered: DOT Order 4660.5A, Conservation of Energy in the Coast Guard Occupied Space and Buildings; FPMR 101-20.116, Conservation of Energy by Executive Agencies; DOT Order 1053.1, Energy Planning and Conservation; other applicable laws, directives and Executive Orders. Where technical space is involved, negotiators should obtain engineering advice for specific air conditioning requirements and spell them out in more specific language.
 - (2) Electricity. Current for lights, air conditioning, communications and office machines. Replacement of flourescent tubes, ballasts and starters, as required. Note: Special requirements for computers and electronic equipment should be set forth when the electricity for this equipment is provided by the Lessor. Also, refer to DOT Order 4660.5A for guidance.

12. d. (3) Water. Potable drinking water available through an electric water fountain in the hall adjacent or close to the premises.
- (4) Toilet Facilities. Access to men's and women's lounges which shall be adequately supplied with toilet tissue, soap and towels and hot and cold water, and maintained in a clean and sanitary condition.
- (5) Janitor Services. The furnishing of all labor, materials and equipment necessary to accomplish: (a) daily sweeping of all floors; (b) weekly waxing (using non-skid wax) and polishing of floors; (c) monthly washing of windows and cleaning of venetian blinds; and (d) semiannual cleaning of overhead lighting fixtures. All other janitorial requirements and supplies will be clearly defined in the lease or attachment to the lease. Where the Lessor does not provide these services under the lease, a separate contract will be negotiated.
- (6) Venetian Blinds. Recording, retaping and replacement as required.

13. Article 7 - Attachments. As indicated in the instructions to this paragraph, the General Provisions, Certification and Instructions (SF-2A, shown as enclosure (15)), form a part of the lease. Article 7 refers to the form. The date of the edition of SF-2A (May 1970) shall be inserted in and all other attachments which are made to the lease. Typical attachments are as follows:

- a. Automatic Renewal Clause. This clause may be used only for cases in which Coast Guard has long-term leasing authority.
- b. Repainting and Redecorating. A clause specifying the Lessor's responsibilities for periodic repainting and redecorating of the premises is mandatory. It shall be typed as Article 10 of the lease and shall usually read as follows:

"A Lessor shall accomplish interior repainting and redecorating of the leased premises not less than once every 5 years of government occupancy under this lease."

If, however, negotiations show it is local practice to paint more frequently and on a set schedule, the suggested language may be amended by substitution of appropriate language such as "once every 2 years." In no event shall the lease provide for a longer period of time between repainting and redecorating than 5 years.

13. c. Equal Opportunity Clause. Clause 9 of SF-2A shall be used for leases when the total annual lease cost (rent and services) exceeds \$10,000. It shall be deleted in its entirety for leases with annual lease rent/costs of \$10,000 or less.
- d. Escalator Clauses. In those cases where a Lessor expresses an unwillingness to enter into a lease, extending for a number of years, with a rental consideration that includes a fixed amount for rent, utilities, etc., the following clauses, either (1), (2) or (3), may be inserted in the lease:
- (1) "After the first term of the lease, the Lessor or the government may, by giving notice at least 90 days prior to the anniversary date of the lease, request an adjustment in rental payments based on an increase or decrease in the cost of full justification to include documentary evidence of actual utility costs incurred by the Lessor which are in excess of the amounts estimated at the beginning of the lease term. The requested adjustment in the rent will be subject to negotiation, and , if granted, will be provided by the Supplemental Agreement to this lease."
 - (2) See enclosure (3) for a Real Estate Tax and Operating Cost Escalator Clause. The clauses provide procedures for computing increases in rent and services.
 - (3) "After the first term of the lease, the Lessor or the government may, by giving notice at least 90 days prior to the anniversary date of the lease, request an adjustment in the full rental consideration. The requested adjustment in rent will be subject to negotiation, and, if granted will be provided by a Supplemental Agreement to this lease."
- e. Corporate Certificate. If the Lessor is a corporation or municipality, a form as shown in enclosure (17) shall be attached. An officer signs on behalf of corporation or municipality, the secretary or assistant secretary (if a corporation) or by the town, city or county clerk or other official (if a municipality). In no event should the same person sign on behalf of the Lessor and also complete the certification.
- f. Evidence of Authority. When a lease is negotiated with an individual representing the owner, documentary evidence must be attached to the lease evidencing the individual's authority to sign on behalf of the owner, such as a Power of Attorney. When a lease is negotiated with an official for a corporation, state or authority, municipality or other public body evidence as to his authority to sign must be obtained.

Encl. (19) to Chapter 3
of COMDTINST M11011.9B

13. g. Contract Disputes Clause. This clause provides that all disputes arising under or relating to the lease shall be resolved under the Contract Disputes Act of 1978. See enclosure (18).
14. Article 8 - Changes. The deletion of Article 5 shall be noted here, as well as any other legally acceptable deletions to the printed language of SF-2 or SF-2A.
15. Payments.
 - a. Advance payments are prohibited by the provisions of 31 U.S.C. Section 3324 (1970) for leasehold interests, except for housing facilities in a foreign country. See PL 96-376, Section 4.
 - b. Advance payments have been authorized to State governments for leasehold interests by the Comptroller General (39 CG 285 1959).
 - c. Agreements to pay a larger portion of the annual rental at the beginning of the fiscal year may be negotiated.
 - d. Provisions for payment of rental and of repairs, alterations and improvements in the same lease agreement may be made so long as the rental and the repairs, and etc., are separately stated and adequate documentation is furnished that neither type of payment exceeds the respective Economy Act limit. The rental and repair charges must be separately stated on the voucher.
16. Clause for Government Improvements. All leases that contain provisions for construction of improvements must contain a clause reserving government title to all improvements placed, or erected thereon and the right to dispose of such improvements by transfer, sale abandonment or destruction.
17. Clause for Government's Liability. The following clauses may be used, as appropriate:
 - a. "The government's liability for damage or loss of property, personal injury or death resulting from its use of the granted premises shall be as prescribed by the Federal Tort Claims Act, as amended (28 U.S.C. Sections 2671-2680)."
 - b. "The government, in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 U.S.C. Sections 2671-2680) shall be liable for, and shall hold the Grantor harmless from, claims for damage or loss of property, personal injury or death caused by the acts or omissions of the government, its officers, employees and agents in the use of the granted premises."

Encl. (19) to Chapter 3
of COMDTINST M11011.9B

18. Numbering.

- a. All leases must be numbered in accordance with Department of Transportation Procurement Circular Number 39 dated 14 August 1979. The lease numbering system contains 14 positions identified as follows:
 - (1) The first six positions identify the procuring office.
 - (2) The seventh and eighth positions will be the last two digits of the fiscal year in which the document is prepared.
 - (3) The ninth position shall be a capital letter assigned to indicate the type of instrument code. For example:

"L" - Lease Agreement; "P" - Purchase Order;
"Q" - Request for Quotation, etc.
 - (4) The tenth through fourteenth positions will be the serial number of the instrument.
- b. Examples of documents prepared by Commandant (G-CAS):

DTCG23-88-L-00999 DTCG23-88-L-01000

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CHAPTER 4 - MANAGEMENT OF COAST GUARD CONTROLLED REAL PROPERTY

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ENCLOSURES:

- (1) Real Property Management Publications
- (2) Minimum Information Required for Board of Survey
Documentation as a Result of the General Services
Administration (GSA) Involvement
- (3) Certificate of Annual Review for Real Property Holdings
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- (5) Sample Permit (CG-4122)
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CHAPTER 4. MANAGEMENT OF COAST GUARD CONTROLLED REAL PROPERTY

- A. Introduction. This chapter provides policy and procedure concerning the management of Coast Guard-controlled real property. With the implementation of recent space management reforms, each agency is now responsible for management of real property as an asset, both government owned and leased property. Space management must take into account certain restraints, goals and guidelines placed on it by the Office of Management and Budget (OMB) and the General Services Administration (GSA). This chapter explains the ongoing management of space with sections on the Real Property Management Board (RPMB) and its responsibilities, the Work Space Management Plan and policy, GSA surveys, permits, licenses, easements, credit unions, outleases and Public Domain land.
- B. Real Property Management Board (RPMB). The RPMB, as the governing body representing the various staff expertise and disciplines of the maintenance and logistics command (MLC) and Headquarters unit, is responsible for ensuring that Coast Guard real property is managed in accordance with existing laws, regulations, directives, Executive Orders and Coast Guard policy.

1. Composition.

- a. The composition of the RPMB shall be determined by local requirements, except that the Chairman, Executive Secretary and Counsel shall be:

Chairman	MLC commander (ms). If unavailable, another member of the RPMB must be designated to carry on these duties.
Executive Secretary	Real property specialist or, if none assigned, as designated by the Chairman.
Counsel	Legal officer assigned to the MLC or Headquarters unit.

- b. The recommended composition for the remainder of the RPMB is as follows:

Member	Area Housing Officer.
Member	Planning, programming and budgeting officer.
Member(s)	Operating program manager representative.
Member	Environmental specialist.

- 4-B-2. Responsibilities. The RPMB shall meet on a regular basis with a minimum of one meeting each quarter. All meetings and activities must be fully documented and be made available for review by auditors and area inspectors. The activities of the RPMB shall include, but will not be limited to, the:
- a. Establishment of a schedule to provide for the review (Annual Utilization Review) of all real property holdings which fall under their jurisdiction in accordance with section 4-D. This schedule should be coordinated, to the extent possible, with the advance review schedule established by GSA, which Commandant (G-ECV) will provide periodically to the MLCs and Headquarters units. Upon completion of these reviews, the RPMB shall evaluate the results for adequacy and compliance with existing laws, regulations and directives.
 - b. Review of proposed acquisition and disposal actions to ensure compliance with existing laws, regulations and directives. This action is to ensure not merely compliance but that the various individual steps required for acquisition, disposals, Annual Utilization Reviews and the review of GSA survey results are scheduled for accomplishment and completed during a specified time period (i.e., 30, 60, 90 days etc.).
 - c. Review of GSA surveys applicable to real property holdings. Ensure that specific information recommending concurrence or non-concurrence with GSA's recommendations is included and that the Board of Survey is submitted for Commandant (G-ECV) review so as to allow for the timely development of the Coast Guard's position.
 - d. Review of MLCs/Headquarters unit plans and actions for compliance with existing laws, regulations and directives pertaining to programs for the preservation of the environment (air, surface and ground water, soil, historical, archaeological, endangered species and fauna, noise abatement, etc.).
3. Publications. The publications listed in enclosure (1) shall be on file at each MLC office and Headquarters unit for ready reference in carrying out the functions and responsibilities associated with real property management.

4-C. Work Space Management Plan.

1. Authority.

- a. Executive Order 12512 (Federal Real Property Management).
- b. Executive Order 12411 (Government Work Space Management Reform).
- c. Federal Property Management Regulation (FPMR) Temporary Regulations D-73 (Quality Workplace Environment).
- d. FPMR 101-17.2 (Utilization of Space).
- e. FPMR 101-47.8 (Identification of Unneeded Federal Real Property).
- f. Office of Management and Budget (OMB) Circular No. A-11 (Preparation and Submission of Budget Estimates).

2. Definitions

- a. Workstation Space. Federally controlled space in buildings and structures used specifically by agencies for ordinary office functions.
- b. Utilization Rate. Indicates the efficiency with which space is used. It is calculated by dividing the total office square footage by the total number of personnel occupying that space.
- c. Supplemental Space. Specific areas constructed as office space but used to meet space needs unique to an agency or needs outside ordinary office requirements as described in the GSA Supplemental Space Factor Development Manual.
- d. Supplmental Space Factor. A factor representing the square foot area of supplemental space per person times the total personnel in office space.

3. Policy. In accordance with the above cited executive orders, regulations and directives, it is the policy of the Coast Guard to manage all real property holdings and related furnishings (personal property) in the most efficient manner possible and to ensure space required is the minimum necessary to perform assigned missions and functions. This requires that the Coast Guard maintain a utilization rate of 135 square feet or less per person in each individual building and prepare an annual work space management plan.

4-C-4. Procedures.

- a. The Coast Guard is required to complete the Work Space Management Plan and Budget Justification (GSA Form 3530) (RCS-0323-GSA-XX) for submission with our annual budget due to the Office of the Secretary of Transportation (OST) by 10 July, OMB by 1 September and Congress by 1 January. MLC and district commanders and commanding officers of Headquarters units must submit GSA Form 3530 to Commandant (G-ECV) no later than 1 June to meet the above deadlines. The report will consist of:
 - (1) Separate forms prepared for each field office and Headquarters unit that makes rental payments or owns property. MLC commanders and commanding officers of Headquarters units must prepare forms for all Coast Guard and GSA controlled space except for GSA space assigned to district units. District commanders must prepare forms for district units located in GSA controlled space. Forward all reports to Commandant (G-ECV) for coordination. See chapter 7 of this manual for instructions to prepare GSA Form 3530.
 - (2) Commandant (G-ECV) will prepare a Coast Guard-wide consolidated report and forward to Commandant (G-CBU) for submission to OST by 10 July. GSA will be provided a copy of the report for their approval on 1 September to coincide with our budget submission to OMB. Updated reports which reflect any changes based on OMB budget guidance for the budget year, Congressional action for the current year and final end-of-year actual numbers for the prior year are due by 1 March.

- b. The Work Space Management Plan places special emphasis on the proper classification and use of space. Specific guidelines for classification can be found in FPMR 101.17.2 and should be used to determine if space is being put to optimum use. For example, the storage of files of outdated or inactive records should not take place in office space but should be disposed of properly according to paperwork management guidelines. See the Paperwork Management Manual (COMDTINST M5212.12 series). The following types of general purpose space are used to classify space leased or owned by the Federal Government:
 - (1) Office Space. Office space is defined as that which provides an acceptable environment suitable for office operations. The goal of the work space management plan is to achieve an average utilization rate of 135 square feet per person by 1990 for office space. It is the responsibility of each agency to determine how this goal will be achieved. Currently, the Coast Guard has an overall utilization rate which meets the

- 4-C-4. b. (1) (cont'd) 135 square foot standard, however, individual field offices have been identified as being significantly over the standard as outlined in OST's "Field Work Space Reduction Plan."
- b. (2) Supplemental Space. Supplemental space is classified as office space but is space allowed over and above the 135 square foot standard for certain types of conference, training, storage, and file areas as described in the Supplemental Space Development Manual. Within the Coast Guard, supplemental space factors are determined by operational units and represent a square foot per person factor.
- (3) Storage Space. This type of space consists of concrete, woodblock or unfinished floors, bare block or brick interior walls, unfinished ceiling and similar construction containing minimal lighting and heating. This type of space would include attics, basements, warehouses, sheds, unimproved areas of loft buildings and unimproved building cores.
- (4) Special Space. This type of space is considered special, when architectural features or built in equipment or special utilities requires the expenditure of varying sums to construct, maintain and operate as compared to office or storage space.

D. GSA Surveys and Annual Utilization Reviews.

1. Authority. FPMR 101 47.8 (Identification of Unneeded Federal Real Property).
2. Definitions.
 - a. Federal Real Property. Includes (1) land, buildings, structures and facilities (including government owned buildings, structures and facilities located on other than government owned land) acquired by purchase, condemnation, donation, construction, lease or other methods; and (2) land withdrawn or reserved from the Public Domain.
 - b. Not Utilized. A property is "not utilized" when the entire property or a portion thereof, with or without improvements, is not occupied for current operations or is occupied in caretaker status only.
 - c. Underutilized. A property is "underutilized" when the entire property or a portion thereof, with or without improvements, is used (1) only at irregular periods or intermittently for current operations; or (2) for a purpose that can be satisfied with only a portion of the property.

- 4-D-2. d. Not Being Put to Optimum Use. A property is "not being put to optimum use" when the entire property or a portion thereof, with or without improvements, is, (1) even though utilized for current operations, of such nature or value or is in such a location that it could be utilized for a different significantly higher and better purpose; or (2) the costs of occupying are substantially higher than would be applicable for other suitable properties that could be made available to the Coast Guard through transfer, purchase or lease and represent a total net savings to the government. Property values as well as costs of moving, occupancy, efficiency of operations, environmental effects, regional planning and employee morale must be considered in the property evaluation.
3. Policy. It is the policy of the Coast Guard that all government property under its control be used in the most effective manner and that real estate holdings be limited to the minimum required to accomplish assigned missions.
4. Procedures Relating to GSA and Coast Guard Surveys (Executive Order 12512). An actual physical inspection of each property is required at least every five years or whenever extensive changes occur. In concert with the presidential Executive Order 12512, all federal agencies have been tasked with reviewing all their real property holdings on a 5-year basis, as outlined in section 5-M of this manual instruction.
- a. GSA surveys are in addition to the Annual Utilization Reviews and surveys required of each agency. When a GSA survey is initiated, the following chain of events occurs:
- (1) Approximately 30 days prior to conducting a survey, the regional GSA office will advise the Coast Guard unit commanding officer and the MLC by letter, that a survey is scheduled to begin on a specified date.
 - (2) Upon receipt of the notice that the GSA survey will be conducted, the responsible MLC or Headquarters units will convene a Board of Survey and forward a copy of the convening order to Commandant (G-ECV). See section 5-E of this manual instruction for the details on the conduct of surveys.
 - (3) The senior member of the Board or his/her designee shall accompany the GSA survey team during the site inspection. The senior member must consult with the appropriate support/program manager and be responsible for ensuring that the Coast Guard's position is well documented and that all contingencies have been considered prior to the actual site investigation by the representatives of GSA.

- 4-D-4. a. (4) The current use of the property and the availability of alternate sites should be investigated and any problems anticipated. A Board of Survey, modified to provide the review information, is all that is required. Enclosure (2) provides a list of the minimum information required.
- (5) The GSA team will visit the property under survey and consult with Coast Guard representatives. It is extremely important that the MLCs or Headquarters units thoroughly brief the GSA survey team as to the present mission, use of the property, use by other agencies and private parties (when applicable), and future plans for use of any unused portion of the property.
- (6) Provide the GSA team with annotated drawings illustrating the various current and planned uses. Enclosure (2) provides a list on information required by a survey report.
- (7) The GSA team then prepares a survey report and forwards it to the GSA central office in Washington, DC via their regional office. After approval by the central office, GSA notifies OST, in writing, of the survey recommendation. A copy of the survey report is included when a recommendation is made that some or all of the property should be reported excess and OST is given an opportunity to review that recommendation and either concur or object.
- (8) The OST response to GSA must be forwarded within 30 workdays of receipt of notice of the recommendations, or GSA is free to forward its recommendations concerning the property to OMB for resolution of the case without OST comments.
- (9) Provide to Commandant (G-ECV) the report of the proceedings of the Board of Survey within 30 days of the on-site visit by GSA. Any information with respect to possible recommendations by the GSA survey team shall be provided in a cover letter to the Board of Survey. Prompt submission of the Board of Survey is important in view of the Headquarters procedures outlined above.
- (10) Upon receipt of a survey recommendation from GSA, OST refers it to Commandant (G-E) for coordination of comments, rebuttal, concurrence, etc., by the Coast Guard. Commandant (G-ECV) will refer the individual GSA survey recommendations and the MLC or Headquarters unit Board of Survey report to the various affected Coast Guard offices (program/support managers) requesting comments and recommendations. Their comments

4-D-4. a. (10) (cont'd) are then consolidated into a proposed response to GSA which is submitted to OST. The complexity of the individual case and the extent of difference between the GSA and Coast Guard positions will determine the extent of review and additional contact with the field. If the recommendations of the GSA survey are acceptable to the Coast Guard, the response to GSA will so advise and the necessary action will be taken. A copy of each Commandant (G-E) response to OST and the subsequent responses to GSA will be provided to the MLC or Headquarters unit by Commandant (G-ECV). OST then submits comments to GSA and negotiates with them to agree on a course of action acceptable to both the Coast Guard and GSA. If an acceptable course of action cannot be agreed upon, OST submits a position paper with the survey recommendation to OMB for resolution. In some cases, OST may be requested to make oral presentations.

5. Annual Utilization Reviews.

- a. To determine if a property is needed and being properly used, MLCs, district commanders and Headquarters units shall conduct an Annual Utilization Review of all real property holdings under their respective control at least once each year. Program/support managers at the district, MLC or Headquarters unit are responsible for conducting utilization surveys and identifying excess real property. See paragraph 1-B-5 of chapter 1. The review must be accomplished by completing enclosures (4) or (5).
- b. In this connection, it is also Coast Guard policy to retain title to any land, structure or facility required for the efficient and effective conduct of assigned programs and functions. For example, if the Coast Guard has a requirement to operate a lighthouse as an active aid to navigation, the Coast Guard shall retain ownership of the lighthouse and supporting structures, sufficient land around the structures to allow maintenance and any land with noise pollution of 60dB(A) or greater and appurtenant easements for ingress and egress, utilities and protective arc of visibility, and erosion problems as necessary.
- c. High priority has been placed on the identification and excessing of unneeded real property. The Coast Guard will conduct utilization surveys of all real property holdings on a 5-year basis. Properties scheduled to be surveyed first will have a value of \$500,000 or more or have a minimum land area of not less than five acres. Use enclosure (3) and the guidelines set forth in FPMR 101-47.8, "Identification of Unneeded Federal Real Property" as amended. The performance of annual reviews on all real property holdings is in addition to Executive Order 12512.

- 4-D-5. d. As a result of each annual utilization review, it must be determined whether a property is not utilized, underutilized or is not being put to optimum use and, when any of these conditions exist, the following actions must be taken:
- (1) Not Utilized. Property not currently utilized will be retained for future use if the retention is consistent with the Commandant's Long Range View, the Coast Guard's Operating Program Plans and Facility Requirements. These documents express the Coast Guard's planned needs and also provide a policy document and guide for planning purposes. Enclosure (3) must be documented to indicate retention under these plans. Convene a Board of Survey to excess the property if the property cannot be held for a foreseeable future use.
 - (2) Underutilized. Limit the existing program to a reduced area and excess the remainder or, if possible, shift the program to another property so that action may be initiated to excess the property under review.
 - (3) Not Being Put to Optimum Use. Study the feasibility of relocating the current program to an alternate site.
- e. All questions presented in enclosure (3) must be considered annually and commented on as appropriate. The format of enclosure (4) may be used after the information requested by enclosure (3) is on file, if changes are not extensive.
- f. All copies of enclosures (3) and (4) must be kept on file with the property records and be available for review upon request by the Commandant or GSA.
- g. MLCs, district commanders, Headquarters units and Activities Europe are responsible for accomplishing and certifying enclosures (3) and (4). These enclosures shall constitute the written record of the review of each site. Consider improvements (buildings, structures and facilities) only to the extent such consideration facilitates a determination with regard to the land.
- E. Permits, Licenses, Easements and Outleases.

1. Authority.

- a. Title 14 U.S.C. Section 93(o). This section gives the Commandant the authority to grant to others, under such terms and conditions as are deemed advisable, permits, licenses, easements and rights-of-way over, across, in and

- 4-E-1. a. (cont'd) upon lands under the control of the Coast Guard, when such grant is in the public interest and will not substantially injure the interests of the United States in the property affected.
- b. Title 40 U.S.C. Section 319. This section provides authority to grant to a state, political subdivision or agency, or person, an easement in, over or upon real property for a right-of-way or other purpose. Such grant may be made without consideration or with monetary or other considerations.
- c. Title 40 U.S.C. Section 303(b). This section prohibits the Coast Guard from accepting services in exchange for use of government buildings and property. There shall be no other consideration other than monetary consideration of full fair rental value. There shall be no provision in the lease for alteration, repair or improvement of such buildings or properties as a part of the consideration for the rental to be paid for use and occupation of the same.

2. Policy.

- a. Federal Agency Use. Use of Coast Guard-owned real property may be allowed to other government agencies when such use shall not interfere with present or planned Coast Guard operations. Use authority shall be in the form of a revocable permit. See enclosure (5) of this chapter. The term "permit" is used to describe an agreement made between the Coast Guard and another federal agency.
- b. Non-Federal Use. Section 9-2-20, Coast Guard Regulations, provides that use of Coast Guard shore units scheduled for active operation is prohibited to private interests except under stress of bona fide emergency or except as otherwise authorized by the Commandant. Coast Guard-owned real property serving no present Coast Guard use, may be used and occupied by private parties when it is being retained in accordance with the guidelines in paragraph 4-D-5 of this manual instruction. Use authority shall be in the form of a revocable license, easement or lease in accordance with the procedures in paragraphs 4-E-3, 4-E-4 and 4-E-6 of this manual instruction.
- c. Environmental documentation must be prepared for the issuance of all real property permits, licenses, easements and outleases.

3. Issuance of Permits (Federal Use).

- a. Delegation of Authority. MLC commanders and commanding officers of Headquarters units, or designated representatives, are authorized to issue permits for the use of Coast Guard real property by other federal agencies.

- 4-E-3. b. Preparation of Permit. Permits shall be prepared on CG-4122. See enclosure (5) for a sample document.
- c. Permit Terms. There is no limit on the length of time for which permits may be granted. However, a 30-year maximum period is recommended. Permits shall be revocable at will by the Coast Guard. See paragraph 6-A-4.f of this manual instruction for terms applicable to lighthouse property.
- d. Procedure. MLCs and Headquarters units may issue or renew permits for the use of Coast Guard real property at the request of other federal agencies whenever the granting of such permit is considered not to be injurious to Coast Guard interests. Permits for property involving a sound signal must comply with the procedures in paragraph 6-A-4 of this manual instruction. If the property in question has been declared excess, any permit issued shall be for a period not in excess of one year. If the property has been referred to GSA for disposal, a permit shall not be issued without the concurrence of the regional GSA administrator. Permits shall not be allowed to delay disposal of excess property.
- e. Distribution of Permits and Renewals. Upon execution of or renewal of a permit, distribution shall be:

Original	Permittee.
Executed copy	Maintenance and logistics command (ms) or commanding officer of a Headquarters unit.
Conformed copy (with supporting documents)	Commanding officer of activity being used and the appropriate district program manager.

4. Issuance of Licenses (Non-Federal Use).
- a. Delegation of Authority. MLC commanders and commanding officers of Headquarters units, or their designated representatives, are authorized to issue licenses for the use of Coast Guard real property by non-federal agencies.
- b. License Terms. There is no limit on the length of time for which licenses are granted; however, a maximum term of 30 years is recommended. All licenses shall be revocable by the Coast Guard upon 30 days written notice to the licensee. See paragraph 6-A-4.f of this manual instruction for terms applicable to lighthouse property.

4-E-4. c. Nondiscrimination Policy. Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall be subjected to discrimination under any program or activity receiving federal financial assistance. Pursuant to Title 33, Code of Federal Regulations, Part 24, all non-federal licensees, permittees and grantees, of easements shall be made aware of their responsibilities and obligations under the Civil Rights Act and comply with the non-discrimination provisions.

(1) For the purposes of implementing the requirements of the Civil Rights Act, the following definitions are applicable:

(a) Full Monetary Considerations. The full fair market rental consideration established for the property by the high bidder, or by negotiation, less the estimated cost to the recipient to assume the maintenance and protection obligations for the property. In cases where the license or easement is granted on a no cost or nominal cost basis, it shall be considered that the government is receiving less than full monetary consideration.

(b) Federal Financial Assistance. This includes the permission to use (on other than a casual or transient basis) federal real property or any interest in such property without monetary consideration, or at a nominal monetary consideration, or at a monetary consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by authorizing such use.

(2) Periodic Compliance Reviews. MLCs and Headquarters units shall, from time to time, review the practices of licensees and grantees to determine whether they are complying with the requirements of the nondiscrimination clause. This review shall include, whenever possible, on-site inspection of the used property.

(3) Revocation for Non-Compliance. If a compliance review, report, complaint or any other information indicates a possible failure to comply with the nondiscrimination provision, the MLC or Headquarters unit shall determine the circumstances surrounding the matter. If non-compliance is indicated, the licensee or grantee shall be so informed and the matter resolved by informal means whenever possible.

4-E-4. c. (3) (cont'd) If not resolved within a reasonable period of time, the Commandant (G-E) shall be advised of the circumstances surrounding the case, together with a firm recommendation relative to revocation or non-revocation of the use privileges.

(4) Nondiscrimination Clause. The following clause shall be included as part of the terms and conditions of all licenses which involve federal financial assistance, as defined in 49 CFR 21.23(c), i.e., when the recipient obtains the license for less than full monetary consideration. The Standard Department of Transportation Title VI Assurances, enclosure (6), must be executed by the recipient, attached to and made part of the license, and forward to Commandant (G-ECV). "The licensee, for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, and as a term and condition of this license, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the licensee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended."

"The licensee has executed the Standard Department of Transportation Title VI Assurances, an executed copy of which is attached hereto and made part hereof. The licensee accepts the provisions of the Assurances as part of the terms, conditions and covenants of this license."

4-E-4. c. (4) (cont'd)

"In the event of breach of any of the terms, conditions or covenants of the Standard Department of Transportation Title VI Assurances, the United States shall have the right to terminate the license and re-enter and repossess said land and the facilities thereon, and hold the same as if said license had never been made or issued."

- (5) Should a license applicant object to executing the Assurances, alleging that full monetary consideration is in fact being asked, the applicant may provide evidence that the monetary consideration asked represents the full fair market value of the interest in the property. MLCs and Headquarters units shall review the evidence and issue a determination in this matter. All decisions must be fully documented and made a part of the real property file.

- d. Construction of Improvements Clause. Each license issued for non-federal use shall contain the following clause:

". . .no substantial alteration of existing premises or facilities, or construction of permanent type improvements shall be made without the approval of the commander, maintenance and logistics command (or commanding officer of Headquarters unit)."

- e. Use and Occupancy Deeds Property. Deeds conveying real property to the Coast Guard for a special purpose (e.g. lifesaving purposes) have generally been construed to convey a defeasible fee, subject to a reversionary interest in the grantor and his heirs. When such property is licensed for non-federal use to one not claiming or appearing to hold the reversionary interest, the license shall contain the following provision:

"The licensor makes no warranty or representation that it holds fee simple title to said property. The licensee uses and occupies the property subject to, and is responsible for, any claims by any other parties which may hold interest in the property."

4-E-4. f. Procedures.

- (1) Requests for non-federal use of Coast Guard real property shall be considered in accordance with the policy in paragraph 4-E-2 of this manual instruction. Licenses for property involving a sound signal must comply with the procedures in paragraph 6-A-4 of this manual instruction. A revocable license shall be issued in each instance where non-federal use of Coast Guard property is authorized, except where the granting of an easement is indicated. Prior to the issuance of a license, MLCs and Headquarters units shall affirmatively determine that such use is to the benefit and advantage of the government. Among the benefits to be considered are:
 - (a) Improved property utilization.
 - (b) Savings in security, maintenance and operating costs.
 - (c) Cash rental return to the government.
 - (d) Aid to the local economy.
 - (e) Improved public relations.
- (2) MLCs and Headquarters units are authorized to grant revocable licenses to state and local government agencies and their instrumentalities and to non-profit organizations. Licenses granted to the above named bodies, which will benefit the general public as a whole, shall not normally require a monetary consideration. Examples of such public uses are:
 - (a) Park and recreational purposes.
 - (b) Educational or public health purposes.
 - (c) Historical purposes.
 - (d) Wildlife conservation.
- (3) In no case shall a license issued without monetary consideration be permitted to be administered for profit. In those cases in which the licensee proposes to levy admission fees or other charges on the public in connection with his use of the property, the licensee must clearly indicate this intent when requesting the license. In the event that a license

- 4-E-4. f. (3) (cont'd) is issued, the licensee shall be required to submit to the cognizant issuing officer an annual certified statement itemizing operating expenses and revenues arising from the use of the property. All revenues in excess of expenses shall be remitted by check or money order made payable to the U.S. Coast Guard and mailed to the cognizant issuing officer, Attention: Collection Clerk.
- (4) Licenses issued to private organizations, or individuals, from which the licensee derives a profit or other special benefit, will normally require a full fair rental consideration. Selection of the licensee should generally be made on the basis of competitive bidding, in order that all interested parties may have an opportunity to bid, and so that the Coast Guard may secure the benefits of competition, thereby eliminating any basis for criticism on the grounds of favoritism. Any decision to negotiate a license must be documented.
- (5) Excess real property which is subject to a reversionary clause in the deed of conveyance, may be offered to the holders of the reversionary interests, for monetary consideration, for interim use, pending final disposition by GSA.
- (6) Prior to the issuance of a license for the use of excess or surplus real property which has been accepted by GSA for disposal, the issuing officer shall obtain the approval of the GSA regional office. "Accepted by GSA" is that time when Determination of Surplus, (GSA Form 1432), is signed by the appropriate GSA representative. Commandant (G-ECV) forwards a copy of this executed form to the MLC or Headquarters unit. Licenses for such property shall not be issued for a term in excess of 1 year. See paragraph 5-G-1.a of this manual instruction.
- (7) Each new license shall be supported with complete details, a plot plan of the property involved, a statement of intended land use and pertinent information.
- (8) Issuing officers are authorized to renew all licenses, provided that the continued licensing of the property will not interfere with present or planned Coast Guard operations. Rental considerations shall be reevaluated and established at the current fair market value at the time of each renewal.

4-E-4. f. (9) Farm land controlled by the Coast Guard shall not be used to produce price-supported crops in surplus supply. Therefore, all licenses authorizing use of land for farming purposes shall contain a listing of prohibited crops, if appropriate. The current list of price-supported crops may be obtained from the local office of the Department of Agriculture.

(10) Public Domain reported as excess to BLM may be licensed for interim use. Provide a copy of the executed license to Commandant (G ECV) if the Board of Survey report is pending. Commandant (G-ECV) will then notify BLM.

g. Distribution of Licenses and Renewals. After a license or renewal of a license has been fully executed, distribute as follows:

Original	Licensee.
Executed copy	MLC commander (ms) or commanding officer of a Headquarters unit.
Conformed copy (with supporting documents)	Commanding officer of activity being used and the appropriate district program manager.

5. Numbering of Permits and Licenses.

a. Numbering of permits and licenses for use of Coast Guard real property by other federal and non-federal agencies will be in accordance with the following alpha-numeric numbering system:

- (1) The first four positions will identify the Department of Transportation and the Coast Guard as the issuing office and will be the same for all permits and licenses.
- (2) The fifth through tenth position will identify the issuing office within the Coast Guard. Use Operating Facility (OPFAC) numbers.
- (3) The eleventh and twelfth position will be the last two digits of the fiscal year in which the permit or license number is assigned.
- (4) The thirteenth and fourteenth position will be the letters RP (indicates use of Coast Guard property by others).

4-E-5. a. (5) The fifteenth through seventeenth position will be the serial number of the permit/license.

(6) The eighteenth position will be a capital letter:

"L" indicating a license to a non-federal agency.

or

"P" indicating a permit to a federal agency.

b. Serial numbers will begin with 001 on 1 October and run through 30 September of each fiscal year.

c. Examples of numbers assigned by the Commander, Maintenance and Logistics Command Atlantic (MLCLANT) for a permit and license are as follows:

First license number assigned by the MLCLANT in FY-88.

DTCG-Z71103-88-RP-001L

6. Easements.

a. General. The grant of an easement is tantamount to the conveyance of a permanent interest in real property. Any grant of an easement necessarily restricts to some degree the Coast Guard's rights of use in the real property. The existence of easements on the property may adversely affect its future use for Coast Guard or for other government purposes.

b. Authority and Delegation. The authority to grant easements is contained in 14 U.S.C. Section 93(o) and 40 U.S.C. Sections 319-319c. The authority contained in 40 U.S.C. Sections 319-319c have been delegated to the Commandant. All easements shall be prepared citing these two authorities. The Commandant's authority is now delegated to the MLC commanders and commanding officers of Headquarters units.

c. Procedures.

(1) Easements in Coast Guard property will be granted only after it has been affirmatively determined that the granting of a license or permit will not serve the intended purpose. Easements are granted only for right-of-way uses such as water, gas and sewer pipelines; railroad tracks; oil pipelines; canals; dams and breakwaters; ditches; and roads and streets. Each easement shall be supported with complete details

- 4-E-6. c. (1) (cont'd) and plot plan of the property involved, a statement of intended use and effect on the mission of the unit or MLC, and such other pertinent information as may be necessary for the issuing officer to properly evaluate the request.
- (2) Consideration for an Easement. Easements granted to state and local government agencies, their instrumentalities, and to any corporation, partnership, firm, association, trust, estate, or other entity, may be granted without consideration or with monetary or other consideration by authority of 40 U.S.C. 319. MLCs or Headquarters unit shall sign a statement that such grant is not adverse to the interests of the Coast Guard. An easement may be granted for a specific term or in perpetuity. If a specific term is used, a maximum term of 30 years is suggested.
- (3) Nondiscrimination Clause. The following clause shall be included as part of the terms and conditions of all easements which involve federal financial assistance, as defined in 49 CFR 21.23(c), i.e., when the recipient obtains the license for less than full monetary consideration. The Standard Department of Transportation Title VI Assurances, enclosure (6), must be executed by the recipient, attached to and made part of the easement, and forwarded to Commandant (G ECV). "The grantee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, and as a term and condition of this easement, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the grantee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended."

4-E-6. c. (3) (cont'd)

The grantee has executed the Standard Department of Transportation Title VI Assurances, an executed copy of which is attached hereto and made part hereof. The grantee accepts the provisions of the Assurances as part of the terms, conditions and covenants of this easement. In the event of breach of any of the terms, conditions or covenants of the Standard Department of Transportation Title VI Assurances, the United States shall have the right to terminate the license and re-enter and repossess said land and the facilities thereon, and hold the same as if said license had never been made or issued."

- (4) Should an easement applicant object to executing the Assurances, alleging that full monetary consideration is in fact being asked, the applicant may provide evidence that the monetary consideration asked represents the full fair market value of the interest in the property. Such evidence shall be forwarded to Commandant (G-ECV) for determination.

d. Termination of Easements.

- (1) The instrument granting an easement shall provide for termination of the easement, in whole or in part, if there has been:
 - (a) A failure to comply with any term or consideration of the grant.
 - (b) An abandonment or nonuse of the easement for a 2 year period.
- (2) Termination shall be by written notice from the issuing officer to the grantee.
- (3) If the Coast Guard is sole beneficiary of the improvement, assure that the agreement provides for protection from claims for damage if the easement is terminated by Coast Guard for any reason.

e. Distribution of Easements. After an easement has been fully executed and recorded, distribute as follows:

4-E-6. e. (cont'd)

Original	Grantee.
Executed copy	MCL commander (ms) or commanding officer of a Headquarters unit.
Conformed copy (with supporting documents)	Commanding officer of activity being used and the appropriate district program manager.

7. Public Domain Land (Permits, Licenses and Leases).

a. General.

- (1) Title 43 U.S.C. Section 931(c) provides that "the Head of any Department or Agency of the government of the United States having jurisdiction over public lands,...of the United States is authorized to grant permits, leases, or easements,...for a period not to exceed 30 years,... to states, counties, cities, town, townships, municipal corporations, or other public agencies for the purpose of constructing and maintaining on such lands public buildings or other public works."
- (2) Section 931(c) provides a means for states and their local sub-divisions to secure tenure of use of sufficient duration to justify the expenditure of funds for improvements of a permanent nature on Public Domain land as most federal agencies have no authority to issue long-term use permits, licenses or leases.

- b. Delegation of Authority. MLC commanders and commanding officers of Headquarters units, or designated representatives, are authorized to issue permits, and licenses for the use of Public Domain land under the control of the Coast Guard. Procedures for leasing Public Domain land are the same as for leasing lighthouse facilities. See chapter 6-A of this manual instruction.

F. Credit Unions.

1. General. Section 1770 of the Federal Credit Union Act of 1934 (as amended) provides that credit unions organized either under state law or the Federal Credit Union Act and at least 95% of whose membership is composed of persons either who are now or were at the time of admission into the credit union, federal employees, may apply for space.

- 4-F-2. Delegation of Authority. The officer charged with discretionary allocation of space in the building reviews applications.
3. Rent. Space allotted under this provision will be provided, if available, without charge for rent or service.
- G. Outlease of Coast Guard-Owned Property.
1. Authority is delegated to MLC commanders and commanding officers of Headquarters units to lease Coast Guard property for a term of 1 to 5 years.
 2. For each property to be outleased, follow the procedures outlined in enclosure (1) of chapter 6 using the basic lease provided in enclosures (2) and (3) of chapter 6 of this manual instruction.
 - a. Terms. Permits and licenses may be granted for a period up to 30 years. See paragraphs 6-A-4.f and 6-A-4.g of this manual instruction for terms applicable to lighthouse property.
 - b. Nondiscrimination Policy. All licenses and leases issued which involve federal financial assistance, as defined in 49 CFR 21.23(c), must include the provisions of paragraph 4-D-4.c of this manual instruction.
 - c. Procedures. Requests for non-federal use of Public Domain land under the control of the Coast Guard shall be considered in accordance with the policy set forth in paragraph 4-D-2 and the procedures in paragraph 4-D-4.f of this manual instruction, as applicable. Permits for property involving a sound signal must comply with the procedures in paragraphs 6-A-4 of this manual instruction.
 - d. Distribution of Licenses, Leases and Renewals. Distribution will be the same as for licenses. See paragraph 4-D-4.g of this manual instruction.
- H. Trespass Notices or Bar Letters.
1. If the MLC or district commander or commanding officer of a Headquarters unit has good reason to exclude any individual from entering Coast Guard-owned property, a letter may be issued to such individual. The order must not be arbitrary or unreasonable.

4-H-2. 18 U.S.C. 1382 applies:

"Whoever, within the jurisdiction of the United States, goes upon any military naval, or Coast Gaurd reservation, post, fort, arsenal, yard, station, or installation, for any purpose prohibited by law or lawful regulations; or whoever re-enters or is found within any such reservation, post, fort, arsenal, yard, station, or installation, after having been removed therefrom or ordered not to re-enter by any officer or person in command or in charge, shall be fined not more than \$500 or imprisoned not more than six months, or both."

3. The MLC commander, district commander or commanding officer of a Headquarters unit should personally issue the order not to re-enter, and the order should be in writing.

Encl. (1) to Chapter 4
of COMDTINST M11011.9B

REAL PROPERTY MANAGEMENT PUBLICATIONS

1. Coast Guard Planning and Programming Manual (COMDTINST M16010.1 series).
2. Coast Guard Auxiliary Manual (COMDTINST M16790.1 series).
3. Coast Guard Annual Inventory of Real Property Owned by the U. S. issued by Commandant (G-ECV).
4. Coast Guard Annual Inventory Report of Leased Properties issued by Commandant (G-ECV).
5. Code of Federal Regulations (CFR):
 - a. Title 36, Part 60 and 800 concerning historic preservation.
 - b. Title 42, Chapter 1, Federal Procurement Regulations (FPR), subparts 1-16.6 and 1-16-901-2 concerning forms of leases.
 - c. Title 41, Chapter 101, Federal Property Management Regulations (FPMR).
 - d. Title 49, Subtitle A, Regulations of the Secretary of Transportation, Part 21 concerning civil rights responsibilities and Part 25 concerning relocation assistance and land acquisition.
6. General Services Administration (GSA) Bulletins (changes, updates and amendments) pertaining to the Federal Property Management Regulations (FPMR).
7. Federal Register.
8. Coast Guard Law Bulletin.
9. Defense Regional Interservice Support (DRIS) Regulation (DOD 4000.19R).
10. Department of the Interior, National Park Service Office of Archaeology and Historic Preservation Booklet, "How to Complete National Register Forms."
11. Department of Interior, National Park Service Office of Archaeology and Historic Preservation Manual, "Cyclical Maintenance for Historic Buildings."
12. Interagency Land Acquisition Conference pamphlet, "Uniform Appraisal Standards for Federal Land Acquisitions (1973)."
13. Department of Justice pamphlet, "A Procedural Guide for the Acquisition of Real Property by Government Agencies (1972)."

Encl. (1) to Chapter 4
of COMDTINST M11011.9B

14. Department of Justice pamphlet, "Standards for the Preparation of Title Evidence in Land Acquisitions by the United States (1970)."
15. Department of Justice, "Regulations of the Attorney General ...concerning approval by the Attorney General of the title to lands acquired for and on behalf of the United States and other purposes (1970)."
16. Federal Management Circulars (FMC):
 - a. FMC 74-1, "Federal Energy Conservation."
 - b. FMC 74-8, "Guidelines for Agency Implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" - P.L. 91-646.
 - c. FMC 75-2, "Compatible Land Uses at Federal Airfields."
 - d. FMC 75-3, "Establishment and Use of the Inventory of Federal Laboratories."
17. GSA Worldwide Geographic Location Codes (FSS #7610-9236-9078).
18. Office of Management and Budget (OMB) Circulars:
 - a. A-11, "Preparation and Submission of Budget Estimates."
 - b. A-25, "User Charges."
 - c. A-45, "Policy Governing Charges for Rental Quarters and Related Facilities."
19. U. S. Water Resources Council Publication "Floodplain Management Guidelines for Implementing E.O. 11988." 43 Federal Register 6030 dated 10 February 1978.

Encl. (2) to Chapter 4
of COMDTINST M11011.9B

MINIMUM INFORMATION REQUIRED FOR BOARD OF SURVEY DOCUMENTATION AS A
RESULT OF THE GENERAL SERVICES ADMINISTRATION (GSA) INVOLVEMENT
(FPMR 101-47.8)

1. Name of installation.
2. GSA control number.
3. Operating facility (OPFAC) number.
4. General description of real property.
5. Listing and description of structure, utility and miscellaneous facilities.
6. Protection and maintenance cost (P/M) with a breakdown. Complete only after GSA, Office of the Secretary of Transportation (OST) and the Commandant agree there is property to be excessed. Commandant (G-ECV) will provide guidance.
7. List all easements, licenses and permits issued or obtained relative to the property.
8. Statements addressing flood hazards, historical significance, cultural objects, contamination and sound signals.
9. Map of property showing usage. Color coded if property used for more than one purpose.
10. Vicinity map.
11. Photographs.
12. Attorney's Report of Title. Completed only after GSA, OST and the Commandant agree that there is property to be excessed. Commandant (G-ECV) will provide guidance.
13. Environmental documentation. Complete only after GSA, OST and Commandant agree that there is property to be excessed. Commandant (G-ECV) will provide guidance. Environmental analysis should begin as early as practicable in the planning process.
14. Certification by legal and engineering as to legal sufficiency and accuracy of all drawings and land descriptions. See Commandant Instruction M11011.9 (series), Real Property Management, chapter 1-B. Complete only after GSA, OST and the Commandant agree that there is property to be excessed. Commandant (G-ECV) will provide guidance.
15. Metes and bounds description. Complete only after GSA, OST and the Commandant agree that there is property to be excessed. Commandant (G-ECV) will provide guidance.

Encl. (2) to Chapter 4
of COMDTINST M11011.9B

16. Notification of any underground storage tanks remaining or abandoned.
17. Compliance with Section 120(h) of the Superfund Amendment and Reauthorization Act (SARA) (for disposals only). See P.L. 99-499.

CERTIFICATE OF ANNUAL REVIEW FOR REAL PROPERTY HOLDINGS

DATE _____

Name of Coast Guard site/installation: When operational units are co-located, list the major user or host unit here and provide a list of the other units with their Operating Facility (OPFAC) numbers as an attachment.

GSA Control No. of property: _____ OPFAC NO.: _____

1. Operational Mission: (If lengthy, refer to by attachment)

2. FPMR 101-47.8 specifies that the following general questions must be considered by each agency reviewing its real property holdings. Comment on each question.

- a. Is the property being put to its highest and best use?
 - (1) Consider such aspects as surrounding neighborhood, zoning, and other environmental factors.
 - (2) Consider whether present use is compatible with state, regional, or local development plans and programs.
 - (3) Consider whether present use would be justified if rental charge equivalent to commercial rates were added to the program costs for the function it is serving.
- b. Are operating and maintenance costs excessive compared to those of similar facilities?
- c. Will contemplated program changes alter property requirements?
- d. Is all of the property essential for program requirements?
- e. Will local zoning provide sufficient protection for necessary buffer zones if a portion of the property is released?
- f. Are buffer zones kept to a minimum?
- g. Is the present property adequate for approved future programs?
- h. Can net savings to the Nation be realized through relocation considering property prices or rentals, cost of moving, occupancy and increase in efficiency of operations?

Encl. (3) to Chapter 4
of COMDTINST M11011.9A

2.
 - i. Have developments on adjoining non-government owned land, or public access, or road rights-of-way granted across the government owned land rendered the property or any portion thereof, unsuitable or unnecessary for program requirements?
 - j. If federal employees are housed in government owned residential property, is the local market willing to acquire government owned housing or can it provide the necessary housing and other related services that will permit the government owned housing area to be released? (Provide statistical data on cost and availability of housing on the local market).
 - k. Can the land be disposed of and program requirements satisfied through reserving rights and interests to the government in the property if it is released?
 - l. Is a portion of any property being retained primarily because the present boundaries are marked by the existence of fences, hedges, roads and land utility systems?
 - m. Is land being retained merely because it is considered undesirable property due to topographical features or encumbrances for rights-of-way or because it is believed to be not disposable?
 - n. Is land being retained merely because it is landlocked?
 - o. Is there land or space in government owned buildings that can be made available for utilization by others within or outside government on a temporary basis?
3. List all agreements, easements, licenses, permits or leases issued to others for use of the property with brief summary of use authorized.
4. If portions of property are being retained for future use, attach a copy of the approved plan for such use, a drawing showing location of future improvements, dates when construction will commence and any other information on the implementation or planned use.
5. Attach an overall map of the facility showing property boundaries, major land uses, improvements, safety zones, proposed uses, and regulations or other authorizations that sanction the requirement for and usage made of or proposed for individual parcels of the property.

Encl. (4) to Chapter 4
of COMDTINST M11011.9B

CERTIFICATE OF UPDATE FOR ANNUAL REVIEW OF REAL PROPERTY HOLDINGS

ATTACHMENT NO. _____

NAME OF CG FACILITY: _____

GSA CONTROL NO. _____ OPFAC NO. _____

On _____ this property was reviewed pursuant to the requirements contained in FPMR 101-47.8. The findings and conclusions of the review show:

() Revalidation of the property review made on _____.
(date)

() Revalidation of the property review made on _____.
(date)

except for the following minor changes as listed below.

CHANGES:

SIGNATURE OF CERTIFYING OFFICIAL

REVERSE BLANK

DEPARTMENT OF TRANSPORTATION U. S. COAST GUARD CG-4122 (Rev. 4-81)		PERMIT FOR USE OF REAL PROPERTY BY OTHER FEDERAL AGENCIES		PERMIT NUMBER 275130-58RP-900P	
This Permit to use the U. S. Government Property hereinafter described is issued by the U. S. Coast Guard, Department of Transportation to the Permittee named below for the purpose herein specified upon the terms, conditions and general provisions set forth below. By the execution hereof, the Permittee agrees to comply with all such terms, conditions, and general provisions					
GENERAL PROVISIONS					
<p>a. The Permittee hereby grants to the Permittee the non-exclusive permission to use the premises or facilities specified in item 3, together with the necessary rights of ingress and egress.</p> <p>b. This Permit shall be effective during the period stated in item 2 and is revocable at any time without notice at the discretion of the Permittee or its duly authorized representative.</p> <p>c. The use to be made of the subject premises shall be limited to that specified in item 4.</p> <p>d. This Permit shall be neither assignable nor transferable by the Permittee.</p> <p>e. If utilities and services are furnished to the Permittee for its use of the premises, the cost thereof shall be reimbursed to the Permittee pursuant to applicable statutes and regulations governing such reimbursement.</p> <p>f. The Permittee shall protect, maintain and keep in good order the premises or facilities permitted hereby. This obligation includes responsibility for all costs incurred for any maintenance and repair (including long-term maintenance) which the Permittee shall consider necessary or desirable in connection with its occupancy hereunder.</p> <p>g. Any item of long-term maintenance, or any additions to, or alterations of, the premises or facilities which the Permittee shall consider necessary or desirable in connection with its use and occupancy shall be made only with the prior approval and consent of the Permittee and at the sole cost and expense of the Permittee. Upon revocation, expiration or surrender of this Permit, and to the extent directed by the Permittee the Permittee shall remove all alterations, additions, betterments and improvements made, or installed and restore the premises or facilities to the same or as good condition as existed on the date of entry under this Permit reasonable wear and tear excepted.</p> <p>h. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Permittee designated in item 5.</p>					
1. COAST GUARD ACTIVITY (Property location) PARRAMORE BEACH STATION, WACHAPREAGUE, VA			2. DATES COVERED (Inclusive) FROM: 1 DEC 87 TO: 31 MAY 88		
3. DESCRIPTION OF PROPERTY (Include rooms and buildings where appropriate)					
Area designated by Officer-in-Charge, Parramore Beach Station and Commander, Coast Guard Group Eastern Shore, Chincoteague, Virginia.					
4. PURPOSE OF PERMIT (Specific use)					
<p>To establish a temporary Raydist site to provide a navigational aid for Naval operational training exercises. The antenna is described as follows:</p> <p>Height: Approximately 100' (includes a 35' whip antenna).</p> <p>Power: Self-contained propane bottles. Power consumed is 100 watts RMS or 72 KWH/MO, based on continuous operation. Output power is 20 watts RMS.</p> <p>IRAC frequency approval granted by Naval Emission Center, Cheltham, Maryland. Reference message #271503Z May 1987. Transmittal frequency of this site is 1655.440 Khz.</p> <p>No aircraft landings are permitted without obtaining prior approval from Officer-in-Charge, Parramore Beach Station.</p>					
5. PERMITTER MAINTENANCE & LOGISTICS COMMAND U. S. Coast Guard ATLANTIC		NAME AND TITLE OF OFFICIAL (Type) PAULETTE G. PERKINS PROPERTY OFFICER		DATE 4 NOV 1987 SIGNATURE OF OFFICIAL <i>P. G. Perkins</i>	
6. PERMITTEE (Give full Agency designation) DEPARTMENT OF THE NAVY HELICOPTER MINE SQD 14 NAS NORFOLK, VA		NAME AND TITLE OF OFFICIAL (Type) P. A. BROWN COMMANDING OFFICER		DATE 4 NOV 1987 SIGNATURE OF OFFICIAL <i>P. A. Brown</i>	

PREVIOUS EDITION IS OBSOLETE

SN 7530-00-FOI-5030

SAMPLE PERMIT (CG-4122)

STANDARD DOT TITLE VI ASSURANCES

The _____ HEREBY
(Recipient)

AGREES THAT as a condition to receiving any federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42, U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the United States Coast Guard, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its _____.
(Name of Program)

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all _____
(Name of Program)

and, in adapted form in all proposals for negotiated agreements:

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act,

2. (cont'd) hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under _____ and (b) for the construction or use of or
(Name of Program)
access to space on, over or under real property acquired, or improved under _____.
(Name of Program)
8. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

Encl. (6) to Chapter 4
of COMDTINST M11011.9B

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the _____ and is binding on it, other recipients,

(Name of Program)

subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the _____.

(Name of Program)

The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

DATED _____

(Recipient)

By _____

(Signature of Authorized Official)

Appendix A
Appendix B
Appendix C

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the United States Coast Guard to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient, or the United States Coast Guard, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Non-compliance: In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the United States Coast Guard may determine to be appropriate, including, but not limited to:
- (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the United States Coast Guard may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the _____
(Name of Recipient)
will accept title to the lands and maintain the project constructed thereon, in accordance with _____,
(Name of Appropriate Legislative Authority)
the Regulations for the Administration of _____
(Name of Program)
and the policies and procedures prescribed by the United States Coast Guard of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the _____
(Name of Recipient)
all right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interest therein unto _____
(Name of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the _____, its
(Name of Recipient)
successors and assigns.

Encl. (6) to Chapter 4
of COMDTINST M11011.9B

The _____, in consideration of the conveyance of said
(Name of Recipient)
lands and interest in lands, does hereby covenant and agree as a
covenant running with the land for itself, its successors and assigns,
that (1) no person shall on the grounds of race, color, or national
origin, be excluded from participation in, be denied the benefits of,
or be otherwise subjected to discrimination with regard to any facil-
ity located wholly or in part on, over or under such lands hereby
conveyed (,) (and)* (2) that the

(Name of Recipient)
shall use the lands and interests in lands and interests in lands so
conveyed, in compliance with all requirements imposed by or pursuant
to Title 49, Code of Federal Regulations, Department of
Transportation, Subtitle A, Office of the Secretary, Part 21,
Nondiscrimination in federally assisted programs of the Department of
Transportation - Effectuation of Title VI of the Civil Rights Act of
1964, and as said Regulations may be amended, and (3) that in the
event of breach of any of the above-mentioned nondiscrimination con-
ditions, the Department shall have a right to re-enter said lands and
facilities on said land, and the above described land and facilities
shall thereon revert to and vest in and become the absolute property
of the Department of Transportation and its assigns as such interest
existed prior to this instruction.*

* Reverter clause and related language to be used only when it is
determined that such a clause is necessary in order to effectuate
the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the _____ pursuant to the provision of Assurance 7(a).
(Name of Recipient)

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. (Include in licenses, leases, permits, etc.) *

That in the event of breach of any of the above nondiscrimination covenants, _____ shall have the right to terminate
(Name of Recipient)
the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (licenses, lease, permit, etc.) had never been made or issued.

(Include in deeds) *

That in the event of breach of any of the above nondiscrimination covenants, _____ shall have the right to re-enter
(Name of Recipient)
said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of _____ and its assigns.
(Name of Recipient)

Encl. (6) to Chapter 4
of COMDTINST M11011.9B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by _____
(Name of Recipient)
pursuant to the provisions of Assurance 6(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.) *

That in the event of breach of any of the above nondiscrimination covenants, _____ shall have the right to terminate
(Name of Recipients)
the (license, lease, permit, etc.) and to re-enter and repossess said land and facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds) *

That in the event of breach of any of the above nondiscrimination covenants, _____ shall have the right to re-enter
(Name of Recipient)
said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of _____ and its assigns.
(Name of Recipient)

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

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CHAPTER 5. DISPOSAL OF REAL PROPERTY

- A. Introduction. This chapter prescribes policy authority, operating procedures and responsibility for the disposal of real property and related personal property under the custody and control of the Coast Guard. It is the responsibility of the Coast Guard to ensure that all property under its control is used in the most effective manner and that any excess or surplus property is disposed of promptly.
1. Federal regulations require the Coast Guard to promptly identify and dispose of properties not needed, excepting those being retained for a need in the foreseeable future (normally a 25 year period) under an approved plan.
 2. Coast Guard regulations on sound (fog) signals require the retention of all land where the sound pressure level equals or exceeds 60 decibels absolute dBA. This may result in the retention of real property facilities for which there is no operational need.
 3. It is Coast Guard policy to retain title to any land, structure or facility required for efficient and effective conduct of assigned programs and missions.
- B. Definitions.
1. Board of Survey. A person or persons at the maintenance and logistics command (MLC), district or Headquarters unit level who compile data on status of Coast Guard-owned real property. Composition varies from one to three persons depending on size and complexity of the task.
 2. Board of Survey Report. This report sets forth present needs and future requirements for real property. Provides a detailed analysis of the recommendation to retain and dispose real property. See enclosure (1).
 3. Easement. This is the right to use land of another for a specified purpose. Normally the owner of the land continues in possession and may make such use of the land as will not interfere with the purpose for which the easement was granted. An easement may be granted for a specified term or in perpetuity. An easement differs from a license in that the privilege granted is not normally revocable during its term.
 4. Excess Property. Real property which has been screened and determined to be excess to the requirements of the Coast Guard and the Department of Transportation.
 5. Improvement. Any addition to real property which costs labor or money and which was intended to enhance its value, beauty or utility (buildings, piers, etc.) is an improvement. See paragraph 7-C-2.e. of this manual instruction for additional information.

- 5-B-6. Lease. A lease is conveyance of an exclusive possessory interest in real property for a specified term, reserving to the owner rent or other consideration.
7. License. A privilege, revocable at will, to use or pass over licensor's real property for a specified purpose, without acquiring any interest therein is license.
8. No Commercial Value (Fair Market Value). Real property has "no commercial value" when there is no reasonable prospect that it will be disposed of for a consideration.
9. Non-Permanent Interest. Real property which is not owned and title to which is not held by the United States but is used by the Coast Guard under a lease, license, permit or any other form of agreement is a non-permanent interest.
10. Not Being Put to Optimum Use. A property is "not being put to optimum use" when the entire property or a portion with or without improvements, is: (1) even though used for current operations, of such nature or value or is in such a location that it could be used for a different significantly higher and better purpose; or (2) the costs of occupying are substantially higher than would be applicable for other suitable properties that could be made available to the Coast Guard through transfer, purchase or lease and represent a total net savings to the government. Property values as well as costs of moving, occupancy, efficiency of operations, environmental effects, regional planning and employee morale must be considered in the property evaluation.
11. Notice of Relinquishment. Notice of Relinquishment is a document used to advise the Bureau of Land Management (BLM) of the Coast Guard's intention to return land originally withdrawn to the public domain.
12. Not Utilized. A property is "not utilized" when the entire property or a portion with or without improvements, is not occupied for current operations or is not being held under an approved plan or program. See paragraph 5-J-2. of this manual instruction for additional information.
13. Public Body. Any state, territory or possession of the United States; also, any political subdivision, agency or instrumentality of any of the foregoing (including the District of Columbia).
14. Permit. A non-possessory right of exclusive or non-exclusive use of real property is a permit. It is used to indicate use of property of one government agency by another for a specified period.
15. Real Property. Real Property includes land, buildings, other structures and fixtures, which are owned by the government or being acquired under a lease-purchase agreement. See FPMR 101-47.103-12 for technical exceptions.

5-B-16. Related Personal Property. Any personal property used in connection with the real property. This includes specialized machinery, equipment, consumable materials, supplies and other expendables left on site to be disposed of in conjunction with the real property.

17. Report of Excess. Document used to report property to the General Services Administration (GSA) as excess to the Coast Guard and Department of Transportation (DOT).

18. Screening. Circulating a notice of availability of excess real property to determine whether it is required by another organization.

19. Surplus Property. Excess property which has been screened through other federal agencies and officially determined to be no longer required by the Federal Government.

20. Transfer. Reassignment of real property to a federal agency outside the Coast Guard.

21. Undertaking. Any final federal action as defined in 36 CFR 800.2(c). Examples are, grants, loans, contracts, purchases, leases, construction and etc.

22. Underutilized. A property is "underutilized" when the entire property or a portion thereof, with or without improvements, is used (1) only at irregular periods or intermittently for current operations; or (2) for a purpose that can be satisfied with only a portion of the property.

C. Authority for Reassignment, Transfer and Disposal Actions. The Coast Guard's authority to reassign, transfer or dispose of real property is established under the Federal Property Administrative Services Act of 1949, as amended, 40 U.S.C. 471; Federal Property Management Regulations (FPMR) 101-47; and 10 U.S.C. 2571(a). The Coast Guard has no authority of its own to dispose of land or improvements. MLC and district commanders and Headquarters units are not authorized to dispose of any real property holdings without prior approval by Commandant (G-E). All excess real property must be reported to GSA per FPMR 101-47.202-1.

1. Delegations.

a. The Coast Guard under a delegation from GSA (FPMR 101-47.503-1) may dispose of improvements after GSA's concurrence has been obtained.

b. Delegation from from GSA (40 USC 486(d) to the Office of the Secretary of Transportation (OST) dated 9 November 1987 and redelegated to the Coast Guard under DOT Order 1100.60, Section 1.59(a)(4). The Coast Guard may dispose of surplus real property improvements under the control of the Coast Guard without obtaining prior concurrence from GSA when it is determined that the property has no commercial value or the estimated care and handling of the

- 5-C-1. b. (cont'd) property would exceed the estimated proceeds from its sale. This authority expires 30 September 1990.
2. FPMR 101-47.302-2 lists the type of real property for which the Coast Guard (the holding agency) may act as disposal agency. They include the following:
- a. Leases, permits, licenses, easements and similar interests in non-government owned property (Commandant may determine these surplus). Government owned improvements of nominal value located on leased, permitted, licensed or easement land may be disposed of by the Coast Guard with findings. Improvements of value may be disposed of after concurrence by GSA or surplus determination by GSA as appropriate.
 - b. Nominal value improvements to be disposed of without the underlying land may be disposed of by the Coast Guard with appropriate supporting findings. Improvements of value may be disposed of by the Coast Guard after concurrence by GSA or surplus determination by GSA as appropriate.
 - c. Improvements to be disposed of by abandonment or destruction without the underlying land and under the control of the Coast Guard when the following determinations have been made: (1) The improvements have no commercial value; (2) The estimated care and handling of the improvements will exceed the estimated proceeds from its sale; (3) Improvements are not required for the needs of any federal agency; (4) Donation of the improvements to public bodies in accordance with FPMR 101-47.5 is not feasible.

D. Responsibilities.

1. The Real Property Management Board.

- a. Recommends to the MLC commander or commanding officer of a Headquarters unit that a Board of Survey be convened for the purposes of surveying and reporting the status of a designated facility whenever an operational change is expected or circumstances warrant.
- b. Provides a listing of qualified military and civilian personnel to comprise the membership of Boards of Survey.
- c. Ensures that the Real Property Specialist serves on all Boards of Survey as a coordinator and advisor or as a member.

2. MLC and District Commanders and Commanding Officers of Headquarters Units.

- a. Make the determination that real property is excess to the needs of their respective jurisdiction. See section 5-J of this manual instruction.

- 5-D-2.
 - b. Convene a Board of Survey to determine if any real and related personal property should be returned to the public domain or disposed of as excess. Boards of Survey for district properties must be convened by the appropriate MLC commander.
 - c. Establish internal procedures to determine whether real property is not utilized, underutilized or is not being put to optimum use and, when appropriate, promptly reporting excess property to Commandant (G-E) for disposal action.
 - d. Approve the Board of Survey and forward an information copy to Commandant (G-ECV) when the board recommends that all the property be retained. A Board of Survey concerning land which is subject to a GSA survey must be submitted to Commandant (G-E) for approval in all cases, regardless of the MLC, district or Headquarters unit recommendation.
- 3. Commandant (G-E).
 - a. Coordinate Headquarters actions on all Boards of Survey.
 - b. Approve, disapprove and amend all Boards of Survey submitted to the Commandant.
 - c. Determine property excess or surplus to the Coast Guard, subject to Commandant (G-CCS) programmatic approval. See paragraph 5-C-2.a. of this manual instruction.
 - d. Submit Notices of Relinquishment to the Bureau of Land Management and Reports of Excess to GSA.
- 4. Commandant (G-CCS/G-CPA). Review and approve or disapprove disposal recommendations based on program or support manager input.
- 5. The General Services Administration (GSA).
 - a. Dispose of all real property wherein the Coast Guard is not authorized or does not elect to act as disposal agency.
 - b. Make the determination that real property is surplus to the needs of the government when acting as the disposal agency.
 - c. Upon request, act as disposal agency for any type of property.
- 6. The Bureau of Land Management (BLM).
 - a. All Public Domain land must be reported to BLM which accepts or rejects land for return to the Public Domain based on whether or not the land has been substantially changed in character by improvements or in any other manner.

5-D-6. b. If BLM does not accept the land and its improvements, if any, it is then reported to GSA for disposal.

E. Boards of Survey.

1. A Board of Survey is convened, usually at the recommendation of the Real Property Management Board, for the purposes of surveying and reporting, via CG 2582, on the status of any Coast Guard owned real property. The convening of a Board of Survey does not mean there is excess property available for disposal. The survey is for reporting on the present requirements and future needs of the property and providing a detailed analysis in support of the recommendation. Composition of the Board of Survey will vary from one to three persons depending on the type, size and complexity of the task. The Real Property Specialist will serve on all Boards of Survey as a coordinator and advisor or as a member.
2. When a determination of excess has been made, the convening of a Board of Survey and submission of the report shall occur as early as possible, preferably at least six months prior to official disestablishment or vacating of buildings or premises. The Board of Survey will be processed for approval through all cognizant Headquarters offices subject to the official termination of Coast Guard needs.
3. Where there is a continuing operational requirement for a small portion of excess property for an extended period, not to exceed 12 months, the Board of Survey will indicate such temporary need and estimate the date the requirement will end. This information will be incorporated into the final report of excess or notice of relinquishment by Commandant (G-ECV) with the request that the disposal agency contact the MLC or Headquarters unit representative before conveyance is made.
4. Members of the Board of Survey shall physically inspect, list and describe in detail the property under survey, submitting their report, CG 2582, along with all the information required by Standard Forms 118, 118A, B & C as appropriate. The "118's" are to be completed in draft form and attached to the Board of Survey. A detailed description of all improvements must be recorded on SF-118A and SF-118C. A summary description may be used on the Board of Survey (CG-2582).
5. The standards and guidelines contained in section 5-J. of this manual instruction and FPMR 101-47.8, should be used to identify properties recommended for disposal action.
6. Boards of Survey convening properties determined excess to MLC, district or Headquarters unit requirements or those properties surveyed by GSA shall be submitted to Commandant (G-ECV) for review, approval and disposition.

- 5-E-7. On receipt of a Board of Survey, Commandant (G-ECV) will check for completeness, accuracy, and recommended method of disposal and forward for staffing, coordination and approval to:
- a. Cognizant planning staffs/program/support managers for coordination of Board of Survey for plans and program factors (present and future operational needs).
 - b. Commandant (G-ECV) will review for accuracy of drawings, and easement, land and acreage descriptions and compliance with all environmental regulations, i.e., Section 120(h) of the Superfund Amendments and Reauthorization Act of 1986 (SARA) (PL 99-499), underground storage tank notification, etc.
 - c. Commandant (G-LGL) will review for accuracy of title evidence (Attorney's Report of Title).
 - d. Commandant (G-ECV) will consolidate comments from concerned offices and forward to Commandant (G-CPA) for Commandant (G-CCS) approval of the disposal recommendation. Commandant (G-CPA/G-CCS) will resolve any programmatic issues.
 - e. After approval of the disposal recommendation by Commandant (G-CPA), Commandant (G-E) will approve or amend the Board of Survey to reflect Commandant (G-CCS) approval.
8. After the disposal recommendation has been approved, Commandant (G-E) will coordinate these actions:
- a. Commandant (G-ECV) will notify the Office of the Secretary of Transportation in accordance with DOT Order 4300.2, if required.
 - b. Commandant (G-E) will approve the Board of Survey.
9. Notifications of Availability of Excess Coast Guard Property.
- a. Land with Improvements. Commandant (G-ECV) will notify the following as to availability of excess property:
 - (1) Notice will be given to DOT Operating Administrations of the proposed property disposals.
 - (2) Concurrent notice will be served to the Merchant Marine and Fisheries Committee (MMFC) Chairman, U.S. Congress, advising of a contemplated property disposal. The Committee is given 90 days in which to respond. If no response is received on or before the 90 days has elapsed, the property will be reported excess, transferred or relinquished. All expressions

- 5-E-9. a. (2) (cont'd) of interest received from the Committee will be incorporated in disposal reports as part of the supporting documentation.
- (3) Concurrent with the notification made to the MMFC, notice will be given to the Departments of the Air Force, Army and Navy of the proposed disposal. Response time for DOD to advise of property requirements are limited generally to 30 days from the date of notice.
- (4) Commandant (G-ECV) will notify the appropriate regional office of GSA by submitting a Report of Excess (SF-118) on real property determined excess to the Coast Guard and DOT. GSA is responsible for screening the excess property with other federal agencies and making the surplus determination. The BLM will also be notified of any property which was previously withdrawn from the public domain.
- b. Improvements Having Significant Public or Congressional Interest. Improvements having significant public or Congressional interest or market value are screened as per the paragraph above.
- c. Transfer of Historic Properties. Commandant (G-ECV) will notify the Advisory Council on Historic Preservation of any proposed transfer of historic properties per Section 106 of the National Historic Preservation Act of 1966 and 36 CFR Part 800.
10. Preparation of Boards of Survey (CG-2582). All Boards of Survey must contain the information as outlined below: A sample Board of Survey is provided as enclosure (1).
- a. Name of Installation. The designated name of the installation as it appears in all other pertinent documents, including city or town, county and state.
- b. Identification Number. Each form shall be serially numbered on a fiscal year basis in the upper right-hand corner to verify the submission sequence as well as differentiate between real and personal property surveys. The serial number will also be used to differentiate between surveys of land or land and improvements by using the alpha "S" (improvements) and "L" (land or land and improvements). The number shall consist of seven digits preceded by the alpha "BS" (e.g., BS-xx-xxx-xx). The first two digits represent the MLC or Headquarters unit allotment symbol, the following three and two digit numbers represent the sequential order of submission and the fiscal year (FY), and ending with alpha character "S" or "L", respectively. In the event actual numbering would

- 5-E-10. b. (cont'd) contain less than seven digits, the numbers are to be preceded by zeros to maintain the seven digit format
Examples: BS-32-021-88L indicates that the MLC Atlantic is submitting the 21st Board of Survey for FY 88;
BS-80-005-88S indicates that the Coast Guard Yard is submitting the fifth Board of Survey for FY 88.
- c. Date. Actual date of submission.
- d. GSA Control Number. The number assigned to the installation.
- e. Congressional District. Identify the Congressional District(s) for property being surveyed. The Coast Guard is required to notify the Chairman, MMFC when disposing of any land or significant improvements. In the letter to the MMFC, Commandant (G-ECV) must identify the Congressional District(s) in which the property lies. See paragraph 5-E-9.a.(2). of this manual instruction.
- f. Description of Real Property. A general description of the entire parcel surveyed with appropriate references to the Attorney's Report of Title.
- g. Listing and Description of Structures, Utility and Miscellaneous Facilities. Describe the type of structure, utility system or miscellaneous real property facility, show dimensions, appropriate unit of measure, date and cost of construction (including improvements), condition and estimated present day replacement or market value as appropriate. Property reported as scrap condition should not be listed as having no fair market value. The scrap value of the property should be reported. A detailed description of all improvements must be recorded on SF-118A and SF-118C. A summary description may be used on the Board of Survey, CG-2582.
- h. Description of Related Personal Property. The description shall include the model number, series (if applicable), number of unit measures, quantities, detailed classification numbers according to standard commodity classification, condition code and acquisition cost.
- i. Findings. This section shall be in sufficient detail for reviewing levels to clearly understand the rationale followed in arriving at the recommendations. In addition to the findings, the following items must be addressed:

- 5-E-10. i. (1) Protection and Maintenance Cost (P/M). A breakdown of annual protection and maintenance costs (estimated, if not known) required to preserve the government's interest in the property and to continue the care needed to maintain a presentable appearance pending final disposal. Reimbursement by GSA is limited to the expense reported on SF-118, Block 11.E. See section 5-F of this manual instruction. Example: Security Patrol, \$500; Painting, \$200; Utilities, \$100; Materials/Carpentry, \$200. Total annual P/M costs \$1000.
- (2) Easements, Licenses and Permits. List all those issued or obtained relative to the property.
- (3) Flood Hazards. A statement as to whether or not the property or any portion of it is subject to flooding. Detailed information regarding any known flood hazards or flooding of the property. Contact the District Army Corps of Engineers and local weather office for this information if local Coast Guard knowledge is unavailable. See FPMR 101-47.202-2(b)(6). If property is located in a floodplain or wetlands, provide a listing of citations to those uses that are restricted under federal, state or local regulations as required by Executive Orders 11988 and 11990.
- (4) Historical Significance. A statement detailing the historical significance of any excess property is required. If the property has no historical significance, this must be stated. It should also be noted if the property is listed in, eligible for listing, nominated to be listed in the National Register of Historic Places or is in proximity to a property which is already on the Register. The State Historic Preservation Officer (SHPO) must be contacted for concurrence with the Coast Guard's determination of significance and not a determination of effect as required under 36 CFR Part 800. A letter from the SHPO will be included among the supporting documentation for properties not listed or eligible. See FPMR 101-47.202-2(b)(8). A letter is not required if the property is listed in the National Register of Historic Places.
- (5) Cultural Archeological Objects. Identify and describe any fixtures and related personal property that have possible historic or artistic value. The SHPO should be consulted.
- (6) Contamination. A statement as to whether or not the property or any portion of the property is or has been contaminated (made unsafe and unhealthy for human and

- 5-E-10. i. (6) (cont'd) animal use). The statement must cite the Toxic Substance Control Act (PL 94-469) and the Resource Conservation & Recovery Act (PL 94-580) and indicate if the property contains any of the hazardous wastes, material or substances regulated by PL 94-469 and PL 94-580. Examples of the types of material and substances are: flammable, explosive, reactive, corrosive, toxic and radioactive. See FPMR 101-47.202-7. Disposal of polychlorinated biphenyls (PCBS's) must be in accordance with the Procurement, Handling and Disposal of (COMDTINST M16478.2), chapter 17.
- (7) Hazardous Material Storage. A statement as to whether hazardous materials have been stored at the site for more than a year and that future removal or cleanup action at the site resulting from the Coast Guard's storage, spillage, leaking or dumping will be the responsibility of the Coast Guard. The statement must cite Section 120(h) of the Superfund Amendments and Reauthorization Act of 1986 (SARA) (PL 99-499).
- (8) All underground storage tanks must be registered with states. This action should be noted on the Board of Survey.
- (9) Sound Signal Properties. A statement indicating the sound pressure level (SPL) on any property where an operating sound signal is located. Land on which the SPL equals or exceeds 60dB(A) should be retained. See section 5-K. of this manual instruction for additional information and requirements for documenting Boards of Survey concerning sound (fog) signals.
- (10) Interested Parties. List names and addresses of all interested parties - federal, state and local government, private institutions/organizations and individuals.
- (11) Corporate Limits of City or Town. A statement as to whether or not this property is located within the corporate limits of a city or town. Provide the name of the city or town and the name and address of the governing official(s) if applicable.
- (12) Abandonment or Destruction without GSA Concurrence. Recommendations to abandon or destroy improvements must include written findings per FPMR 101-47.501-4 and 104-47.503-1(a) for execution by Commandant (G-E).
- j. Recommendations. In this section, the MLC commander or commanding officer of a Headquarters unit shall recommend the retention or excessing of the property or any portion based on the findings of the Board of Survey. Recommendations should be sufficiently detailed to allow thorough review by concerned Headquarters offices.

5-E-11. Required Supporting Documentation for CG-2582. When the Board of Survey includes recommendations that property be declared excess or where there is reason to believe that Commandant (G-E) may determine that property is excess to the needs of the Coast Guard, the following supporting documentation is required (five copies for GSA and one copy for Commandant (G-ECV) of each document). Additional information requested by GSA is subject to review and clearance by G-ECV:

- a. Vicinity Map. Six copies of a map which depicts the location of the property which the Coast Guard will be reporting as excess.
- b. Plot Plans. Six copies of a current plot plan of the entire property illustrating improvements, with the excess area clearly outlined in erasable red pencil. Any area to be retained will be clearly outlined in erasable green pencil. The required ingress/egress and utility routes will also be outlined in erasable green pencil. Explain differences between deed and plot plan descriptions.
- c. Photographs. Photographs showing the various views of the property, annotated to show property boundary lines, improvements and location of sound signals, if any. It is highly desirable that an aerial photograph be included in the report if available.
- d. Attorney's Report of Title. To be prepared and signed by the MLC or Headquarters unit legal officer. Actions necessary to obtain the required report shall be taken as soon as a determination of excess is made. Delays in obtaining any of the necessary documentation for submittal of the Report of Excess to GSA will prolong the Coast Guard's financial responsibility for protection and maintenance of the excess property. Detailed instructions for preparing this report and a sample report are provided as enclosure (2).
- e. Statement of Historical Significance. Each Board of Survey to excess, demolish or renovate real property shall contain a statement of historical significance. One of the following categories should be noted:

- (1) On the National Register of Historic Places.
- (2) Eligible for the National Register.
- (3) Not eligible.

In cases involving demolition or renovation, the State Historic Preservation Officer (SHPO) must be given an opportunity to agree or disagree with the Coast Guard position. See 36 CFR Part 800 for details. A letter from the SHPO shall be included in all cases.

- 5-E-11. f. Environmental Analysis. An analysis as to the environmental impact of a proposed disposal action must be made in all cases wherein the Coast Guard is designated the disposal agency or if the Board of Survey recommends the Coast Guard be the disposal agency. The analysis is required to support the Board of Survey's recommendations for disposal of the property and for compliance with the National Environmental Policy Act of 1969 and National Environmental Policy Act (NEPA) Implementing Procedures (COMDTINST M16475.1 series), and Section 120(h) of the Superfund Amendments and Reauthorization Act of 1986 (SARA) (PL 99-499).
- g. Legal Certification. A certificate signed by the legal officer certifying as to the legal sufficiency of the Board of Survey report as required by chapter 1.
- h. Engineering Certification. A certificate signed by MLC commander (ms) or the commanding officer of a Headquarters unit certifying the accuracy of the Board of Survey. This covers the accuracy of all drawings and land descriptions, including easements for access and utilities as required by chapter 1. It also certifies the accuracy of the size, construction and descriptions furnished in Boards of Survey involving improvements.
- (1) If a parcel to be retained is within the excess area, the description of the excess area should include a clause "excluding" the retained parcel which is also described by metes and bounds.
 - (2) If a parcel will require continued access, a metes and bounds or centerline description of any access or utility easement being retained (reserved) across excess land is required. Also, the area of any visibility easement should be described.
 - (3) A metes and bounds description of land to be retained which adjoins or encircles the parcel to be excessed is required. This requirement is for clarification of Coast Guard records.

NOTE: Meter and bounds descriptions must be with reference to a fixed and recorded monument or control point (use bearings and distances). In the case of officially platted land, a description in terms of "lot and block" is acceptable but should be accompanied by a current certified copy of the official plat.

- 5-E-11. i. Telephone Lines. If telephone lines are being reported excess, line records and copies of pertinent rights-of-way agreements, plot plans and maps and correspondence from interested parties must be attached. A checkoff list is attached as enclosure (3) for special instructions in regard to surveys for telephone lines.
- j. Contaminated Property. If a property is contaminated or considered dangerous or hazardous to health and safety, supporting documents stating the extent of such contamination, the plans for decontamination, and the extent to which the property may be used without further decontamination must be included. Properties that were decontaminated and are no longer considered contaminated must be supported with a statement indicating the action taken to remove the contamination. Supporting documents must indicate compliance with the Toxic Substance Control Act (PL 94-469), the Resource Conservation and Recovery Act (PL 94-580) and Section 120(h) of the Superfund Amendments and Reauthorization Act of 1986 (SARA) (PL 99-499). Also, attach to the Board of Survey a Polychlorinated Biphenyls (PCBs) certification regarding the presence or absence of PCBs.
- k. Standard Forms for Reporting Excess Real and Related Personal Property. Standard Forms 118, 118a, 118b and 118c shall be completed as appropriate in draft form for all Boards of Survey. Instructions for completion are contained in FPMR 101-47.4902.4. A sample of each form is provided as enclosures (4), (5), (6) & (7).
- l. Appraisal Reports. Any appraisal reports reflecting fair market value or the fair annual rental of the property reported.
- m. Real Property Board of Survey Check-In Sheet (CG-5480). The survey check sheet is a recapitulation of all the necessary information for submission with a Board of Survey reports. Use of CG-5480 will eliminate the most common omissions and errors in Board of Survey reports. The form is attached as enclosure (8) and is mandatory for submission with all Board of Survey reports. Reproduce CG-5480 locally.

F. Protection and Maintenance of Excess or Surplus Real Property.

1. MLC and district commanders and commanding officers of Headquarter units shall retain custody and accountability for excess or surplus real property located within their respective jurisdiction and ensure that the physical care, handling, protection, jurisdiction and repairs of such properties is performed pending its transfer to another federal agency or its disposal. Guidelines for protection and maintenance of excess or surplus property can be found in FPMR 101-47.4913.

5-F-2. Expense of Care and Handling. As holding agency, the Coast Guard shall provide funds for the cost of custody, maintenance, repair and protection of property pending transfer or disposal for not more than 12 months, plus the period prior to the first day of the succeeding quarter of the fiscal year after the date of acceptance of the report of excess by GSA. Example: Property accepted by GSA for disposal on 2 February 1979. GSA becomes financially responsible on 1 April 1980. If the Coast Guard requests deferral of the disposal action and continues to occupy the property beyond the acceptance date or causes any delay in the disposal, the period of holding agency responsibility for the expenses will be extended by the period of delay. See FPMR 101-47.402-2.

3. Reimbursement. In the event the property is not transferred or disposed of during the 12 months and one quarter period described above, subsequent expenses for physical care, handling, protection, maintenance and repair of such property shall be reimbursed to the Coast Guard by GSA (limited only to the expense reported on SF-118, Block 11.E.).

4. Procedure for Obtaining Reimbursement. Before the commencement of the last quarter of Coast Guard funding responsibility, the MLC or Headquarters unit shall contact the GSA Regional Director of Real Property Division and arrange a meeting to discuss and negotiate the terms of reimbursement. Just prior to the end of each quarter wherein reimbursable funds have accrued, the MLC or Headquarters unit shall submit GSA Standard Form 1080, Voucher for Transfer Between Appropriations and/or Funds-Disbursement together with a copy of the reimbursement agreement to the GSA Regional Director of Real Property to obtain reimbursement of expenses. Existence of this reimbursement procedure, however, does not necessarily mean that funds are always available and will, in fact, be transferred to the Coast Guard by GSA.

G. Interim Use of Excess and Surplus Real Property.

1. It is to the advantage of the Coast Guard, in carrying out its maintenance and protection responsibilities, to place excess real property or surplus real property in productive use through interim utilization. However, such temporary use and occupancy must not interfere with, delay or retard its transfer to a federal agency or its disposal. See FPMR 101-47.312.

a. Excess. At any time prior to the actual submission of the report of excess to GSA, use of Coast Guard excess property may be allowed to other government agencies or to non-government interests with the approval of Commandant (G-ECV). Such use will be made under revocable license or

- 5-G-1. a. (cont'd) permit. The tenure of occupancy will be specified as temporary in nature and, will not extend beyond one year. The formal report of excess will include a copy of the pertinent permit or license.
- b. Surplus. After submission of the report of excess to the GSA and a determination of surplus has been made, use of Coast Guard surplus property, with the approval of GSA, may be allowed to other government agencies or to non-governmental interests. Such use will be made under revocable license or permit. Any license or permit issued for use of surplus real property will be specified as temporary in nature and in no circumstance will extend beyond one year and will contain a clause providing for a 30-day notice of cancellation and will prohibit any alterations or improvements. An executed copy of the appropriate license or permit will be furnished Commandant (G-E) and the cognizant regional office of GSA.
- c. Extensions. If the Board of Survey is not completed within the 1-year term of the license, the license may be renewed for another term of 1 fiscal year, without Commandant (G-ECV) approval. The document must be written so that continued occupancy beyond the initial one-year term will not delay the disposition; therefore a 30-day termination clause is required. Send a copy to Commandant (G-ECV) if a Board of Survey is pending.

H. Disposal Procedures for Various Types of Properties.

1. Excess Land or Land with Improvements, Method of Disposal. It is Coast Guard policy that excess or surplus real property be disposed of in the most economical manner consistent with the best interests of the government.
- a. Transfer Within the DOT or to DOD. Transfer of excess property and related personal property to the respective DOT/DOD agency is made by Commandant (G-E) pursuant to FPMR 101-47.203-1 for DOT and 10 U.S.C. 2571(a) for DOD. Public domain land cannot be transferred. The transfer includes accountability, care and custody and evidence of title and records. Transfers are considered to be an undertaking and are subject to Section 106 of the National Historic Preservation Act of 1966 and 36 CFR Part 800. Commandant (G-ECV) will notify the Advisory Council on Historic Preservation of any proposed transfer of historic properties or properties having any archaeological significance. Generally, all transactions require transfer of care and custody on a local level for purposes of turning over keys, briefing of transferee representatives concerning location of master electrical switches and water valves, operating procedures for cooling or heating systems, appliances, etc. Additionally, environmental considerations should be conveyed to the receiving party, i.e., underground storage tanks and SARA 120(h) compliance.

5-H-1. b. Report to GSA. Government owned land with or without improvements with the exception of Public Domain land, will be reported for disposal by Commandant (G-ECV) to the appropriate regional office of GSA when the property is determined to be excess to the needs of the Coast Guard, DOT and DOD. The Coast Guard retains custody and accountability for all real property reported to GSA for disposal. A report of excess is not a federal undertaking and is not subject to Section 106 of the National Historic Preservation Act of 1966 and 36 CFR Part 800. The following procedural steps are used by GSA to process and dispose of excess property.

- (1) Each excess report is reviewed for accuracy and completeness with special emphasis placed by GSA on the type of environmental surroundings, historic significance of the property and whether or not the property is subject to flooding or flood damage. When the report is sufficient for continued processing, Commandant (G-ECV) will be notified by GSA that the excess report is accepted. Depending on the date during the quarter when this acceptance is made, the MLC, district or Headquarters unit, wherein the property is located, remains responsible for the expense of physical care, handling, protection, maintenance and repair for a period of 12 to 15 months. See FPMR 101-47.402-2.
- (2) GSA conducts an inspection of each property to verify the data submitted in the excess report.
- (3) GSA screens the property for other federal agency requirements. All requirements are evaluated and the property is transferred to the agency having the best qualifying need. If no federal requirement is indicated during government screening, the property is declared surplus and a copy of GSA Form 1432 (Determination of Surplus) is provided to Commandant (G-ECV). A copy shall be forwarded to the appropriate MLC, district or Headquarters unit. This form contains the date of acceptance of the excess report by GSA and specifies the period for which the Coast Guard remains responsible for the property, the expense of physical care, handling, etc.
- (4) Concurrent with declaring the property surplus, GSA screens the property with the state and local governments for health, education and welfare institutional needs, including that for public park and recreation and for historic preservation purposes. This screening takes approximately 20 days. If there is no interest, the property becomes

- 5-H-1. b. (4) (cont'd) available to the general public for competitive bidding. After the property has been conveyed, GSA forwards a copy of the deed to Commandant (G-ECV) for closing of records. A copy of the deed is sent to the appropriate MLC or Headquarters unit with the original Board of Survey for final action. Endorse the Board of Survey after disposal of the property to indicate that disposal action has been completed and that the property has been removed from the inventory. Property is removed from inventory by appropriate entries in the Automated Real Property Management System (ARPMIS). See chapter 7 of this manual instruction. Return the original of the Board of Survey to Commandant (G-ECV). MLC, district or Headquarters unit accountability ends when the property has been removed from the annual real property inventory. A Report of Change to Real Property Records (CG-3652) is also required to be submitted to MLC and Headquarters unit accounting officers for purposes of updating the Real Property General Ledger Account. See chapter 7 of this manual instruction.
- c. Relinquish to BLM. Government owned land, with or without improvements, which was withdrawn from public domain lands will be reported to BLM. Upon receipt of the Notice of Relinquishment, BLM determines, with the concurrence of GSA, whether or not the excess property is acceptable for return to the public domain. A Notice of Relinquishment is not a federal undertaking and is not subject to Section 106 of the National Historic Preservation Act of 1966 and 36 CFR Part 800. Unless a special requirement exists, it is the policy of BLM, with the concurrence of GSA, that only land without improvements or land with improvements which has an acquisition value of less than \$1,000 be accepted for return to the public domain. When excess public domain land is determined to be unacceptable, BLM, with the concurrence of GSA, notifies the Commandant to report the property to GSA for disposal action.
- d. Donation to Public Bodies. Government owned land, with or without improvements, may be donated to public bodies when the following conditions are met and such donation is approved by Commandant (G-E). Real property may not be donated to individuals or private organizations of any type.
- (1) The real property must have no commercial value and the estimated costs of its continued care and handling would exceed the estimated proceeds from its sale. This must be stated in writing by Commandant (G-E) based on the recommendations and specific justifications contained in the Board of Survey.

5-H-1. d. (2) Also, the prior concurrence of GSA must be obtained before any real property may be donated. GSA concurrence will be obtained by Commandant (G-E) when appropriate.

2. Improvements without the Underlying Land, Method of Disposal. It is Coast Guard policy to dispose of excess improvements and related personal property in a manner that will result in either the greatest return (either in money or material salvaged or a combination thereof) or the least expenditure of funds. The most economical and practical method of disposal is dependent on the type of improvement, condition, location, site clearance requirements and market demand. The members of the Board of Survey are best qualified to determine the most appropriate method of disposal and shall recommend one or more methods, in order of priority, on CG-2582. This will require a check of the real property records to determine under what conditions we hold title (fee simple, public domain use and occupancy deed, etc). In instances where the Coast Guard acts as disposal agency, an environmental assessment will be required.

a. Transfer within DOT or to DOD. See paragraph 5-H-1.a. of this manual instruction.

b. Report to GSA. See paragraph 5-H-1.b. of this manual instruction.

c. Sale by Negotiation. Negotiated sale by the Coast Guard as disposal agency shall be recommended only when the property has an estimated fair market value of \$1,000 or less. The sale of property by the government is usually accomplished by an elaborate system of competitive bidding pursuant to FPMR 101-47.304; therefore, excess Coast Guard property which has a commercial value, and is not needed by DOT and DOD, is reported to GSA for disposal. The MLC or Headquarters unit must document the factors leading to and the determination justifying disposal by negotiation and such documentation will be made part of the Board of Survey.

d. Donation to Public Bodies. Surplus improvements may be donated to public bodies if the following conditions are met and such donation is approved by Commandant (G-E). Real Property may not be donated to individuals or private organizations of any type.

(1) The donee shall bear all disposal costs incident to donation, e.g., dismantling, removal, and clean up of premises. This requirement will be a condition of the donation.

(2) Also, the prior concurrence of GSA must be obtained before any improvements may be donated.

- 5-H-2. e. Abandonment. Following approval by Commandant (G-E), Government owned improvements located on privately owned land may be abandoned subject to any restoration clauses in the use agreement. However, improvements located on government owned land may not be abandoned.
- f. Destruction. Following approval by Commandant (G-E), government owned improvements located on land owned by the government or a private party may be destroyed. The various procedures are:
- (1) Sale for Demolition and Removal. This term designates that the surplus property will be sold to a private individual or concern who will, under the condition of the contract, demolish and remove the improvements from the land. This process may include sale of structures intact, subject to removal from the site by the purchaser.
 - (2) Demolition and Removal by Contract. This disposal will be accomplished by entering into a service contract calling for the demolition and removal of surplus property by a commercial concern. There will be either a payment by the government to the contractor for performing this service or the contract will indicate that the service will be performed by the contractor in exchange for materials salvaged, with or without payment by the government or the contractor.
 - (3) Salvage Material for the Coast Guard. Regardless of what additional method of disposal is recommended, when it is desirable to salvage materials from surplus property for continued Coast Guard use, the Board of Survey shall so state and indicate the extent of salvaging expected. Remember that the extent of salvaging performed by the Coast Guard may affect the return or cost to the government for subsequent disposal of the remaining property; therefore, only that property should be salvaged for which there is a definite known need and for which salvage results in savings to the government.
 - (4) Demolition and Removal by the Coast Guard. Where Coast Guard personnel and equipment have the capacity to demolish and remove surplus property, and such action will be more economical and practical than other methods or disposal, such action should be recommended in the Board of Survey. If it is intended to do this in conjunction with or subsequent to a Coast Guard salvage operation, the Board of Survey should recommend both the actions.

- 5-H-2. f. (5) Destruction by Coast Guard. Where it is more practical for the Coast Guard to destroy surplus property than to dismantle and remove it from the unit, such action should be recommended in the Board of Survey. Recommendations for burning should be accompanied by statements from local government pollution control commissions or agencies and fire departments approving such action together with an environmental assessment.
- g. The concurrence of GSA shall be obtained prior to the abandonment or destruction of improvements where it cannot be determined that:
- (1) The property has no commercial value.
 - (2) The estimated cost of its continued care and handling would exceed the estimated proceeds from its sale.
 - (3) The property is required for the needs of any federal agency.
 - (4) The property is required for donation to a public body per FPMR 101-47.5.
3. Dangerous Property. No property which is dangerous to the public health and safety shall be abandoned, destroyed or donated without first rendering such property innocuous or providing adequate safeguards so there is no possibility of future claims against the government arising from injury or death in connection with the property. See paragraph 5-E-10.i.(6). of this manual instruction.
4. Leases, Permits and Licenses.
- a. MLC commanders and commanding officers of Headquarters units or their designated representatives shall issue termination notices by letter and dispose of all excess leases, licenses, permits and similar instruments, without referral to Headquarters, except as indicated below. The termination notice will be in accordance with the provisions of the license, permit or lease and will state the date on which any request for restoration of the property must be submitted by the lessor.
 - b. MLC commanders and commanding officers of Headquarters units are authorized to:
 - (1) Dispose of a lease or other instrument by transfer to another party, if that party agrees to assume the obligations in the lease unless such a transfer is prohibited by the terms of the lease or other instrument.

- 5-H-4. b. (2) Terminate the lease or other instrument by notice or negotiated agreement.
- (3) Dispose of any surplus government owned improvements located on the premises in the following order by any one or more of the following methods:
- (a) By disposition of all or a portion of the surplus improvements to the party accepting transfer of the lease or other instrument.
 - (b) By disposition of all or a portion of the surplus improvements to the owner from whom the property is leased (1) to fully satisfy a contractual obligation of the government to restore the property, or (2) to satisfy a contractual obligation to restore the property plus a money consideration paid to the government by the lessor that is fair and reasonable under the circumstances, or (3) same as item (2) except that payment would be made by the government to the lessor as considered fair and reasonable under the circumstances.
 - (c) By removal of all or a portion of the surplus improvements from the property.
- c. Terminations which require Headquarters and DOT approval.
- (1) Leases which provide 9 months or more of remaining use of or occupancy of the property. This provision does not apply to leased housing.
 - (2) Leases which require advance DOT approval in accordance with chapter 2, enclosure (3) shall be referred to Commandant (G-ECV) as early as practicable for approval. The request for termination will include:
 - (a) Identification of the property.
 - (b) Copy of the lease with all attachments.
 - (c) Method of disposal proposed.
 - (d) Cost elements of the disposal action.
 - (e) Impact of the disposal on the community.
 - (f) Environmental analysis.
 - (g) Any known interest in the property.
 - (h) Other pertinent information.

- 5-H-5. Easements. Following approval by Commandant (G-E), MLC commanders or commanding officers of Headquarters units are authorized to dispose of an easement to the owner of the land which is subject to the easement when the continued use, occupancy or control of same is not needed. A determination will be made as to whether or not the disposal is to be accomplished without payment to the government on the basis of all circumstances and factors involved and with due regard to the government's original acquisition cost. The circumstances and factors leading to such a determination must be fully documented with such documentation remaining on file.
6. Real Property Located in Foreign Countries. It is Coast Guard policy that the regulations, laws, directives and procedures governing the disposal of real property located within the United States, its commonwealth and territories, apply to disposals in foreign countries. In addition, the following procedures apply.
- a. Planned disposals in foreign countries must be cleared with the American Consulate to ensure that such action is in accordance with United States foreign policy.
 - b. Disposal of surplus real property located in foreign countries must be in accordance with the terms and conditions of the treaty or agreement between the United States and the foreign government.
7. Real Property Having Power or Control Cable Easements. When Coast Guard-owned property is to be disposed, power and control easements should be retained, if needed.
- I. Coast Guard Acting as Disposal Agency (Improvements).
- 1. Following approval by Commandant (G-E), MLC commanders and commanding officers of Headquarters units are authorized to dispose of improvements without the underlying land.
 - 2. It is Coast Guard policy to act as disposal agency for such improvements when they are to be disposed of by:
 - a. Sale by negotiation (when the fair market value is \$1,000 or less).
 - b. Donation.
 - c. Abandonment.
 - d. Destruction.
 - 3. When the Coast Guard acts as disposal agency, the following actions must be accomplished:

- 5-I-3. a. Commandant (G-E) after determining the property to be surplus will return the endorsed or approved Board of Survey requesting that it be returned to Commandant (G-ECV) with the final endorsement showing the date and method of disposal along with the amount of funds expended or received as a result of the disposal. The property disposal should be reflected in the next owned property diskette submission. The property will be deleted from the owned property records.
- b. If the nature of the property requires advance GSA concurrence as per FPMR 101-47.503-1(c), Commandant (G-ECV) will prepare and submit the excess report together with written findings to the appropriate regional administrator of GSA office for concurrence and determination of surplus. The information contained in the report forwarded to GSA represents a consolidation of that contained in the Board of Survey. GSA will review the report and screen with other federal agencies, if considered necessary. If a federal requirement exists, transfer will be effected by GSA. If transfer of the property is effected by GSA, Commandant (G-ECV) will return the endorsed Board of Survey indicating the transfer, along with a copy of the transfer document requesting that GSA Form 1166 be submitted to reflect the disposal. If no federal requirement exists, GSA Form 1432, Determination of Surplus, shall be submitted to Commandant (G-ECV). The GSA Form 1432 is returned along with endorsed or approved Board of Survey to the MLC or Headquarters unit. Procedures then continue as in paragraph 5-I-3.a. above.
- c. Improvements on land may not be abandoned or destroyed until after public notice of such proposed abandonment or destruction except where it has been found by the Commandant, in writing, that either:
- (1) The property had an original cost (estimated if not known) of not more than \$1,000.
 - (2) Its value is so low, or the cost of care and handling so great, that its retention in order to post public notice is clearly not economical.
 - (3) Immediate abandonment or destruction is required by considerations of health, safety or security.
 - (4) The assigned mission of the facility might be jeopardized by a delay.

5-I-3. d. Public notice of any proposed abandonment or destruction will be issued by the contracting officer of the MLC or Headquarters unit with a copy furnished to the appropriate GSA regional office. The notice will:

- (1) Be posted in conspicuous places within the area in which the property is located.
- (2) Contain a general description of the property to be abandoned or destroyed.
- (3) Include an offering of the property for sale.

4. It is Coast Guard policy that the following types of improvements be reported to GSA for disposal even though the Coast Guard is authorized by the FPMR to act as disposal agency:

- a. Property considered historically significant.
- b. Property having a fair market value over \$1,000.
- c. Property having considerable public and congressional interest.
- d. Property which state or local political bodies want to acquire by donation (land or land and improvements).
- e. Those properties where the determination has been made, either by the Coast Guard or GSA, that it is in the best interests of the government for GSA to dispose of the property.

5. When GSA is requested to act as disposal agency, Commandant (G-ECV) will prepare and submit the excess report to GSA with a request that they perform the disposal functions. Upon notification by GSA that the property has been disposed of, the procedures contained in paragraph 5-I-3.a. of this manual instruction will apply.

J. Standards and Guidelines for Identifying and Reporting Unneeded Real Property.

1. Policy. It is Coast Guard policy that all government property under its control be used in the most effective manner and that real estate holdings be limited to the minimum required to accomplish assigned missions. To determine if the property is needed and being properly used, MLC and district commanders and commanding officers of Headquarters units shall conduct an Annual Utilization Review of all real property holdings under their respective control at least once each year. See paragraph 4-C-5. of this manual instruction for additional information.

5-J-2. Procedures.

- a. As a result of each annual utilization review, it must be determined whether the property is not utilized, underutilized or is being put to optimum use and when any of these conditions exist, the following actions must be taken:
- (1) Not Utilized. Property not currently used will be retained for future use if the retention is consistent with the Commandant's Long Range View, the Coast Guard's Operating Program Plans and Facility Requirements. These documents express the Coast Guard's planned needs over the next 10 years and also provide a policy document/guide for planning purposes over the next 15 years. Enclosure (9) must be documented to indicate retention under these plans. If the property cannot be held for a foreseeable future use, convene a Board of Survey to excess the property.
 - (2) Underutilized. Limit the existing program to a reduced area and excess the remainder or, if possible, shift the program to another property so that action may be initiated to excess the property under review.
 - (3) Not Being Put to Optimum Use. Study the feasibility of relocating the current program to an alternate site.
- b. All questions presented in the Annual Review of Real Property Holdings, must be considered annually and commented upon, as appropriate.

K. Sound (Fog) Signals.

1. Background.

- a. Section 2(b) of the Noise Control Act of 1972 (PL 92-574; 86 Stat. 1234) states in part: "The Congress declares that it is the policy of the United States to promote an environment for all Americans free from noise that jeopardizes their health and welfare." Section 4(a) of the same law states: "The Congress authorizes and directs that federal agencies shall, to the fullest extent consistent with their authority under federal laws administered by them, carry out the programs within their control in such a manner as to further the policy declared in section 2(b)." Noise pollution caused by sound signal operation has resulted in numerous complaints to the Coast Guard and to Congress. This problem appears likely to intensify as the more efficient electronic pure tone signals replace older air-operated horns, as shore areas become more densely populated, and as public awareness of noise increases.

5-K-1. b. Noise pollution consists of two elements:

- (1) Hearing Damage. A measurable temporary or permanent deterioration in hearing acuity.
- (2) Annoyance. An unquantifiable but real reduction in the pleasure of an environment because of a disturbing sound. Sound becomes noise when it begins to distract or annoy. For example, a sound that is acceptable during the day becomes a noise when it begins to keep people awake at night.

2. Policy. It is Coast Guard policy to retain ownership of property in the vicinity of sound (fog) signals and to avoid disposal of land or interests in land which contribute to noise pollution. In complying with the provisions of the Noise Control Act of 1972, the Coast Guard shall also ensure that noise pollution problems are not intensified by any disposal of land controlled by another federal agency and to influence the development of nonfederally owned land so as to minimize the impact of noise pollution.

3. Boards of Survey Guidelines.

- a. Boards of Survey convened for the purpose of declaring installations at which there is an operational sound signal or an approved plan for one, excess must have, in addition to the information required in paragraph 5-E-10. of this manual instruction, the following:
 - (1) The type of signal. For example: ELG-300/04 emitter with two CG 1000 power supplies. The manufacturer's specifications indicates the ELG-300/04 has an SPL of 147 dBC, which converts to 141 dB(A).
 - (2) The signal location shall also be indicated on an accompanying contour plot plan showing exterior SPL readings relative to the facilities and to the sound signal. The areas where the SPL equals or exceeds 60dB(A) must be shown.
 - (3) The mode of operation. For example: Free running, controlled by fog detector or manually controlled.
 - (4) Whether a baffle is installed. If so, its location shall be indicated on the accompanying plot plans and photographs, which shall be included in the supporting documents.

- 5-K-3. b. In addition to recommending retention of any areas which may be operationally required, the board will recommend that all land be retained on which the SPL equals or exceeds 60dB(A). Excess land with a SPL between 60db(A) and 80db(A) will be disposed of with a nuisance easement written to the conveyance.
- c. Furnish the SPL attributable to the sound signal operation. A hand held sound meter, such as a General Radio Model No. GR 1565-9903, may be used. Measurements are to be made in calm air. Technical assistance in complying with this provision is available from Commandant (G-ECV).
4. Transfer of Real Property Subject to Noise Pollution. If another military service requests transfer of Coast Guard controlled real property which is subject to noise pollution from sound signals, Commandant (G-ECV) shall be responsible for informing the other service of the noise pollution. If the requesting service still desires transfer of the property, and if such transfer will not interfere with Coast Guard operations, the transfer will be accomplished by Commandant (G-E) pursuant to 10 U.S.C. 2571(a). However, Commandant (G-E) will include in the transfer document conditions as to future use of the property prohibiting leasing, licensing or permitting for any purposes unrelated to mission of the armed forces. Also, any future disposal of all or any portion of such property shall include a covenant in the conveyance document limiting use of the property to nonresidential purposes on the noise affected portions.
5. Federal Land Not Controlled by the Coast Guard. Commandant (G-ECV) shall be responsible for:
- a. Maintaining a consolidated inventory of federal land not controlled by the Coast Guard within the audible range of sound signals.
- b. Requesting that GSA incorporate in the conveyance document a covenant limiting use of the property to non-residential purposes on the areas which the SPL equals or exceeds 60dB(A).
6. NonFederally Owned Land. MLC and district commanders and commanding officers of Headquarters units, or their designees shall attempt to influence the development of such land within the audible range of a sound signal by the timely dissemination of relevant information. To this end, they shall:
- a. Inform the zoning authority in each case that the Coast Guard wishes to be notified in advance of any hearings at which the zoning of such land will be considered.

- 5-K-6. b. Represent the Coast Guard at any hearings which consider:
- (1) The rezoning of currently nonresidential land to permit residential development.
 - (2) The rezoning of currently residential land to permit a higher density.
 - (3) The rezoning of any nonfederally owned land on which the sound pressure attributable to sound signal operation equals or exceeds 60dB(A) to permit a use which is likely to involve increased human exposure to this hearing hazard.
- c. Explain at these hearings the importance of the sound signal's mission and the desirability of restricting human exposure to it.
- d. In any situation in which the above actions are necessary, forward a summary of the case to Commandant (G-ECV). It will state the specific action taken by the MLC, district or Headquarters unit and the interim or final disposition of the case.

L. Land Retention Policy.

1. Coast Guard policy requires the retention of land if the retention is consistent with the Commandant's Long Range View, the Coast Guard's Operating Program Plans and Facility Requirements. These documents express the Coast Guard's planned needs and provide a policy document/guide for planning.
2. Procedure.
 - a. Boards of Survey which involve excessing land must cite a reason to dispose of a piece of property. In the absence of a reason to dispose of a piece of property, it shall be retained.
 - b. MLC and district commanders and commanding officers of Headquarters units shall develop plans for the possible future use of underutilized lands for operational or support purposes. Land exchanges benefit the service and the taxpayers by eliminating the requirement for land acquisition funding. As such, a potential land exchange is a valid reason for land retention.
 - c. No Boards of Survey recommending the disposal of land will be accepted for processing by Commandant (G-ECV) unless a statement is made that the land is not needed within the next 5 years and the land is not considered desirable for exchange purposes.

5-L-3. In addition to the land retention policy considerations, the decision to retain land will also be based on the economic consequences of building removal or maintenance and land maintenance.

M. Coast Guard Real Property Management Program.

1. A major new program has been initiated to: (1) review the real property holdings of the Federal Government; (2) improve the management of this property; and (3) expedite the sale of unneeded property.
2. On 29 April 1985, the President signed Executive Order 12512 (superseding Executive Order 12348), which broadened agency real property management responsibilities and expanded accountability for the release of unneeded property. The Executive Order directs the Office of Management and Budget (OMB) to review the efforts of agencies to achieve the government-wide property management policies established pursuant to the Executive Order. This review will be part of OMB's management and budget review processes.
3. OMB has tasked GSA to provide assistance in developing and analyzing agency landholding data which can be used as the basis for agency accomplishments in implementing the Executive Order. Information submitted provides a basis for reviewing the potential for improved management and release of unneeded property.
4. In concert with the real property management program, all agencies are to conduct Executive Order 12512 real property utilization surveys on all owned real property holdings on a 5-year basis. DOT, GSA and the Coast Guard have worked out a compromise to survey only those properties which are at least five acres or \$500,000 or more in value. In addition every effort will be made to emphasize reporting excess those properties which are currently not used.

Encl. (1) to Chapter 5
of COMDTINST M11011.9B

DEPARTMENT OF TRANSPORTATION U. S. COAST GUARD CG-2582 (Rev. 3-69)		PROCEEDINGS OF A BOARD OF SURVEY			SURVEY NO. BS-33-001-88L
PROPERTY IDENTIFICATION				DATE 10/26/87	
Nevada Base Gambler City, Nevada				GSA CONTROL NO. 8236	
ITEM NO.	DESCRIPTION	DATE OF ACQUISITION OR CONSTRUCTION	ORIGINAL COST	EST FAIR MARKET VALUE	
1.	LAND, Parcel 1, .796 of an acre Exclusive jurisdiction (see enclosure (1) for legal description).	14 Sep 1870	\$1.00	\$75,000	
11.	BUILDING NO. 4, Chief Petty Officer's Club, 108'x50', 1-story brick & concrete block, 5,400 SQFI Condition: 0-3	1963	\$64,000	\$50,000	

FINDINGS:

- MLC commander (af) 100 of 10/1/87 directed the convening of a Board of Survey to determine the condition and future needs of Nevada Base.
- Nevada Base has been inspected and the following has been determined:

Nevada Base is located adjacent to property zoned on the north as W-1 Waterfront (highrise residential and commercial) and on the west as M-2 Heavy Industrial.
- Nevada Base is located in the 4th Congressional District.
- A breakdown of annual protection and maintenance costs required to preserve the Government's interest in the above property is attached as enclosure (2).
- There are no outstanding easements, licenses and permits involved with the above reported property.
- Enclosures (3) and (4) provide information on the flood hazards and historical status of the above property.
- The above property is not contaminated and does not contain any hazardous material and substances regulated by the Toxic Substance Control Act (PL 94-469), the Resource Conservation & Recovery Act (PL 94-580) and Section 120(h) of the Superfund Amendments and Reauthorization Act of 1986 (PL 99-499).
- There is no known Federal Agency need for this property. See enclosure (5) for known private interests.
- The above reported property does not contain any operating sound signals.

Encl. (1) to Chapter 5
of COMDTINST M11011.9B

FINDINGS - cont'd

10. An environmental impact analysis has been prepared and is attached as enclosure (6). Note: An environmental assessment (EA) is not required if GSA is the disposal agency; however, if an EA has been prepared, it should be attached to the survey report.
11. Certifications by legal and engineering are attached as enclosures (7) and (8).
12. SF-118, 118a, 118b and 118c are attached as enclosure (9).
13. Real Property Board of Survey Check Sheet, plot plans and photographs are attached as enclosures (10), (11) and (12).
14. The above property does not contain any underground storage tanks.

OPINIONS:

Upon completion of the St Inigoes Station, the Nevada Base will be excess to the Maintenance and Logistics Command (MLC) Pacific. See AC&I Project Report 33-91-87.

RECOMMENDATIONS:

Nevada Base property should be declared excess to the Coast Guard, disposed of in accordance with current regulations and removed from the real property records.

Encl. (1) to Chapter 5
of COMDTINST M11011.9B

Reverse of CG-1381, Rev. 3-69.

We CERTIFY that we have examined the listing of real property, and find the facts as stated.		DATE 10/26/87
SIGNATURE OF MEMBER C. MAXINE KESSLER CAPT, USCG	SIGNATURE OF MEMBER C. B. AITCHLEY CDR, USCG	SIGNATURE OF RECORDER M. E. PERSON Realty Specialist

UNIT Commander, Maintenance and Logistics Command Pacific	DATE 10/31/87
<input checked="" type="checkbox"/> Recommendation of Board is approved. <input checked="" type="checkbox"/> Board is referred to District Command for consideration. <input type="checkbox"/> Recommendation of Board is not approved. <input type="checkbox"/> Board is referred to Headquarters for consideration.	
C. U. CLARY Chief of Staff SIGNATURE OF CONTROLLING OFFICER	

UNIT Commander, Maintenance and Logistics Command Pacific	DATE 10/31/87
<input checked="" type="checkbox"/> Recommendation of Board is approved. <input type="checkbox"/> Property will be disposed of as recommended. <input type="checkbox"/> Recommendation of Board is not approved. <input checked="" type="checkbox"/> Board is referred to Headquarters for consideration.	
L. A. LUNDSTROM SIGNATURE OF DISTRICT COMMANDER COMMANDING OFFICER OF HEADQUARTERS UNIT	

COAST GUARD HEADQUARTERS	DATE 11/30/87
<input checked="" type="checkbox"/> Recommendation of Board is approved. <input type="checkbox"/> Property will be disposed of as recommended. <input type="checkbox"/> Recommendation of Board is not approved. Referred to GSA for disposal.	
U. S. SAWYER By direction SIGNATURE	

UNIT Commander, Maintenance and Logistics Command Pacific	DATE 4/15/88
Property disposed of as directed. Returned to final approving authority. Sold by GSA to Gambler City for \$10,000,000. GSA Form 1166 is attached deleting property from Coast Guard Real Property Inventory.	
M. E. PERSON By direction SIGNATURE	

INSTRUCTIONS FOR PREPARING ATTORNEY'S REPORT OF TITLE.

1. Discussion. All Boards of Survey convened on land determined to be excess will include an Attorney's Report of Title prepared and signed by the maintenance and logistics command (MLC) or Headquarters unit legal officer or his designated representative. A legible reproducible copy of all title documents which affect the right, title or interest of the United States in the property reported or the use and operation of such property (including agreements covering and licenses to use, any patents, processes, techniques, or inventions) must be forwarded with the attorney's report. Statements and documents required to be included in the Attorney's Report of Title must be specifically included in the report. The requirements are not met if those items are in the Board of Survey Report.
2. Preparation Procedures. The following serves to supplement the instructions in FPMR 101-47.202-2(b) with regard to information unique to Coast Guard procedures. A sample report is provided as Figure 5-A. The report will recite:
 - a. Certification that the legal officer has examined all the records available pertaining to the parcel to be excessed.
 - (1) If the property to be excessed is identical to that described in the instruments by which title vested in the United States (i.e., the entire parcel is excess with no easements or portions of the property being reserved), use Schedule A.

Schedule A. Cite local name of property and describe the entire property under survey. The description should be by metes and bounds. Where the entire property has never been surveyed, the original conveyancing description may be used if it is adequate to identify the property. The metes and bounds description must be with reference to a fixed and recorded monument or control point. In the case of officially platted lands, a description in the terms of "lot and block" is acceptable but should be accompanied by a current certified copy of the official plat.
 - (2) If the property to be excessed is not identical to that described in the instruments by which title vested in the United States (i.e., an easement is being reserved and/or some portion of the property is being retained), use both Schedules A and B. Also, the following certification must be included, "From an examination of the description of the excess parcel as described in Schedule B, that parcel appears to be included within the boundary of the entire parcel to which the United States has title as described in Schedule A."

2. b. Property Description.

Schedule B. A description of the property to be excessed. This description must be by metes and bounds and should include clauses "excluding" any portion to be retained and "reserving" any easements to be retained. Easements may be described by metes and bounds or centerline description.

- c. All exceptions, reservations, conditions and restrictions, relating to the title acquired. State that title was obtained by transfer, deed, condemnation or withdrawal from the public domain. Attach legible copy of all title documents.
- d. Detailed information concerning any action, thing or circumstance that occurred from the date of the acquisition of the property by the United States to the date of report, which in any way affects the right, title or interest of the government in and to the real property, together with such legal comments or opinions as may be contained in the file concerning the manner in which and the extent to which right, title or interest may have been affected. In the absence of any such action, thing or circumstance, a statement to that effect will be made a part of the report.
- e. The legislative jurisdiction of the government over the property. Consult local statutes or Commandant (G-EVC).
- f. State whether or not this property is located in an identified floodplain or wetlands. List the restricted uses, furnish appropriate deed covenants and cite the applicable federal, state or local regulations addressing same for those properties located in a flood hazard area. Information required by GSA for compliance with Executive Order No. 11988 and 11990 dated 24 May 1977.
- g. State whether or not this property contains fixtures or related personal property that have possible historic, architectural, archeological or cultural value. If any such items exist, specifically identify, describe and state whether on or eligible for listing on the National Register. Include the Advisory Council and State Historic Preservation Officer comments and proposed protective covenants.
- h. State whether or not this property has historical, architectural, archeological or cultural significance and is listed, eligible for listing or in proximity to any property which is listed on the National Register. Provide details together with the Advisory Council and State Historic Preservation Officer comments and proposed protective covenants.

2.
 - i. List any other significant environmental considerations, such as, prime or unique farmland, ecologically critical area, endangered species critical habitat, parkland, active geological fault area or unique geological feature or wild and scenic rivers or wildlife refuge.
 - j. A statement as to whether or not the property or any portion of the property is or has been contaminated (made unsafe and unhealthy for human and animal use). The statement must indicate compliance with the Toxic Substance Control Act (PL 94-469) and the Resource Conservation & Recovery Act (PL 94-580). Indicate the existence of any underground storage tanks.
 - k. Certify that this holding agency is in compliance with 40 CFR 761 "Polychlorinated Biphenyls (PCB's) Manufacturing, Processing, Distribution in Commerce and Use Prohibitions" as it relates to PCB use, storage, handling and disposal on this property, with one of the following statements:
 - (1) There are known PCBs on the property. An inventory and registration of all PCB transformers located on the property, a copy of the latest PCB quarterly inspection, where required, and a list of those transformers which must be replaced by 1 October 1990 are attached. Subsequent inspection reports will be submitted to GSA until disposal action is complete.
 - (2) There are no Polychlorinated Biphenals (PCB's) on or associated with the property being excessed.
 - l. Certify that this property contains no asbestos material, such as is sometimes used to insulate ceilings, pipes and ducts, or to fireproof structural members. If property contains asbestos, specifically identify and describe location, advise if asbestos is friable and if friable provide plans eliminating problem in accordance with the Environmental Protection Agency (EPA) regulations.
 - m. Advise whether or not the property is located on an Indian Reservation and if known, whether the property qualifies under PL 93-599 for transfer to the Indians.
 - n. State whether or not this property is located within the corporate limits of a city or town. If it is, provide name of city or town and name and address of mayor or city manager.

Encl. (2) to Chapter 5
of COMDTINST M11011.9B

ATTORNEY'S REPORT OF TITLE
UNITED STATES COAST GUARD
BODKIN TOWER SITE
ANNE ARUNDEL COUNTY, MARYLAND

I certify that I have examined the real estate records of the office of the Commander, U.S. Coast Guard Maintenance and Logistics Command Atlantic, New York.

On the basis of my examination, I conclude that fee simple title to the land described in Schedule A, attached hereto, was acquired by the United States by condemnation proceedings entitled, United States v. Stewart Robinson, et al, Civil No. 5321, in the United States District Court for the District of Maryland. The Declaration of Taking was filed on 30 March 1951. Fee simple title of record was recorded among the land records of Anne Arundel County in Liber JHH 620, Folio 132, on 26 April 1952. On August 19, 1953, Final Judgment was entered in the condemnation proceedings. On May 9, 1967, the Secretary of the Army transferred the above described property to the United States Coast Guard. Fee simple title of record has continued in the United States from the date of recording up to and including the date of my examination.

There is no record of any action, thing, or circumstances that has occurred from the date of the acquisition of this property by the United States to the date of this report which has in any way affected the right, title and interest of the United States in and to this property.

The United States has had only a proprietorial interest in this property.

According to the Baltimore District of the Corps of Engineers, the highest tide evaluation of record at this property site was an estimated 7.8 feet above the National Geodetic Vertical Datum 1929 (NGVD, formerly Sea Level Datum 1929). This property has an elevation of approximately 45 feet above the normal tidal level. Therefore, this property is not within the 100-year flood plain of the Chesapeake Bay and is not subject to flooding.

This property contains no fixtures or related personal property that have any possible historic or artistic value. It has no known historical significance. It is not listed on the Federal Register of Historic Places and is not in proximity to such property. This property has not been nominated for listing for the Register and is not eligible for listing.

Figure 5-A

Encl. (2) to Chapter 5
of COMDTINST M11011.9B

The title is free and clear of all encumbrances, defects, or interests impairing or adversely affecting the title of said property except for the following:

1. Subject to any state of facts which may be disclosed by a physical examination of the premises described in Schedule A.
2. Subject to any state of facts which an accurate and adequate survey of the premises described in Schedule A may disclose.
3. Subject to existing easements for public roads and highways, for public utilities, for pipelines, and for drainage and sewer lines of the premises described in Schedule A, if any.

This property has not been contaminated (made unsafe and unhealthy for human and animal use) and does not contain any hazardous material and substances regulated by the Toxic Substance Control Act (PL 94-469) and the Resource Conservation and Recovery Act (PL 94-580).

There are no known underground storage tanks on this property. There are no Polychlorinated Biphenals (PCB's) on or associated with the property being excessed and the property contains no asbestos material.

The property is not located on an Indian Reservation and does not qualify under PL 93-599 for transfer to the Indians.

This property is not located within the corporate limits of a city or town.

Figure 5-A

Encl. (2) of Chapter 5
to COMDTINST M11011.9B

SCHEDULE A

ATTORNEY'S REPORT OF TITLE
BODKIN TOWER SITE
PROPERTY DESCRIPTION

All that piece or parcel of land situated, lying and being approximately 20 miles Southeast of Baltimore, Maryland, on Bodkin Point in Anne Arundel County, Maryland, and more particularly described as follows:

Beginning for the same at a concrete monument; with a bronze disc marked "U.S. ENGINEER DEPARTMENT", heretofore planted at the southwest corner of the land now being described; said place of beginning being at the distance of 1116.0 feet north 16 01' 20" east from a monument heretofore planted at the southeast corner of Saltaire Drive (40' wide) and Bayside Drive (30' wide) as shown on Plat B-B of Pinehurst on the Bay, recorded among the land records of Anne Arundel County in Plat Book E-8, Page 10 and running thence north 21 30' east, 40.0 feet to a concrete monument with a bronze disc marked "U. S. ENGINEER DEPARTMENT", heretofore planted at the northwest corner of the land now being described, thence south 68 30' east passing over a concrete monument with a bronze disc marked "U.S. ENGINEER DEPARTMENT", at a distance of 100' on said line from the beginning hereof and continuing the same course in all 125 feet more or less the waters of Chesapeake Bay; thence is a southwesterly direction binding thereon 40 feet more or less to intersect a line drawn south 60 30' east from the place of beginning parallel with the second line of this description and thence binding reversely on said line so drawn north 68 30' west passing over a concrete monument with a bronze disc marked "U.S. ENGINEER DEPARTMENT", at a distance of 25 feet from the beginning of said line and continuing the same course in all 125 feet more or less to the place of beginning.

Containing 0.11 acre of land more or less.

The bearings are referred to North American Datum 1927, Lambert Gride, State of Maryland.

Figure 5-A

Encl. (3) to Chapter 5
to COMDTINST M11011.9B

TELEPHONE LINE CHECKOFF LIST

1. All Boards of Survey convened on Coast Guard owned telephone lines will be prepared using the following guidelines to ensure that requisite data is provided for proper review and disposal action.
 - a. Identification of poles reported excess e.g., poles numbered 74 to 100 inclusive for a total of 27 poles. This total should correspond to the total annotated as being excess on Telephone Line Record.
 - b. Descriptive data of excess poles grouped according to length, unit acquisition cost, type, etc., for example:
 - (1) 5 poles, 35', fir, type 4 @ \$10 ea., total cost \$50.
 - (2) 3 poles, 25' fir, anchor, @ \$7 ea., total cost \$21.
 - (3) 20 poles, 30', fir, type 5 @ \$9 ea., total cost \$180.
 - c. Condition of poles according to groups, whenever possible, for example:
 - (1) Poles 74, 76-80, condition excellent.
 - (2) Poles 75, 81-904, 967, 98, 100, condition good.
 - (3) Poles 95, 97, 99, condition poor.
 - d. Total lineal feet of copper wire grouped according to type and acquisition cost, for example:
 - (1) 1,250, type #8 copper wire, acquisition cost \$1,250.
 - (2) 250, type #12 copper wire, acquisition cost \$250.
 - e. Data on accompanying hardware, e.g., 750 crossarms with accompanying hardware, acquisition cost \$199.
 - f. Description data on submarine cables grouped according to type. Give total acquisition cost and lineal feet installed.
 - g. Data, by type, of private equipment installed on Coast Guard lines.
 - h. Six plot plans or maps showing extent of telephone line with annotation of extent of each right-of-way involved.
 - i. Six copies of each license, permit or other written authorization granted to or by the Coast Guard to install pole lines and/or equipment.
 - j. Six copies of Telephone Line Record.
 - k. List of names and addresses of interested parties with copies of correspondence supporting expression of interest.

REVERSE BLANK

Encl. (4) to Chapter 5
to COMDTINST M11011.9B

STANDARD FORM 118 EXCESS REAL PROPERTY PRESCRIBED BY GENERAL SERVICES ADMINISTRATION FORM (S) 17A, 10-6-52						REPORT OF EXCESS REAL PROPERTY		1. HOLDING AGENCY NO. Leave Blank	DATE RECEIVED (GSA Form only) Leave Blank
2. TO (Furnish address of GSA regional office) General Services Administration Leave Blank						4. FROM (Name and address of holding agency) Leave Blank			
3. NAME AND ADDRESS OF REPRESENTATIVE TO BE CONTACTED Commander, Maintenance and Logistics Command Pacific Coast Guard Island Suisun, CA 94501-5100 Attn: [Redacted]						5. NAME AND ADDRESS OF CUSTODIAN SAME AS BLOCK 5			
7. PROPERTY IDENTIFICATION Nevada Base						8. PROPERTY ADDRESS (Give full location) Gambler City, Nevada			
SPACE DATA								10. LAND	
1. USE	2. NUMBER OF BUILDINGS (1)	3. FLOOR AREA (Sq Ft) (2)	4. NUMBER OF FLOORS (3)	5. FLOOR LOAD CAPACITY (4)	6. CLEAR HEIGHT (5)	(From SF 118a)		ACRE OR SQUARE FEET	
A. OFFICE	1	25,704	14			A. FEE		8.636	
B. STORAGE	9	98,972	12			B. LEASED			
C. OTHER (See P. 7)	3	5,988	3			C. OTHER		.008	
D. TOTAL (From SF 118a)	13	130,664				D. TOTAL			
9. GOVT INTEREST (1) OWNER <input checked="" type="checkbox"/> (2) TENANT						F. SPECIFY "OTHER" USE ENTERED IN C ABOVE 9c. Gatehouse, Compressor, Officer's Club 10c. Easement			
11. COST TO GOVERNMENT						12. LEASEHOLD(S) DATA (Use separate sheet if necessary)			
ITEM	SCHEDULE	COST		A. TOTAL ANNUAL RENTAL		B. ANNUAL RENT PER SQ FT OR ACRE		C. DATE LEASE EXPIRES	
4. BUILDINGS STRUCTURES UTILITIES AND MISCELLANEOUS FACILITIES	A (Col 4)	\$ 1,614,440							
5. LAND	B (Col 4)	279,578							
6. RELATED PERSONAL PROPERTY	C (Col 4)								
D. TOTAL (Sum of 11A, 11B and 11C)		\$ 1,894,018							
E. ANNUAL PROTECTION AND MAINTENANCE COST (Government-owned or leased) \$2000						F. ANNUAL RENEWAL RENT PER SQ FT OR ACRE			
13. DISPOSITION OF PROCEEDS Leave Blank						14. TYPE OF CONSTRUCTION See SF-118A			
15. HOLDING AGENCY USE Coast Guard Base						16. RANGE OF POSSIBLE USES			
17. NAMES AND ADDRESSES OF INTERESTED PERSONS, AGENCIES AND OTHER INTERESTED PARTIES Leave Blank									
18. REMARKS Leave Blank									
19. REPORT AUTHORIZED BY NAME: LEAVE BLANK TITLE: LEAVE BLANK						SIGNATURE LEAVE BLANK			

REPORT OF EXCESS REAL PROPERTY (SF-118)

Encl. (5) to Chapter 5
to COMDTINST M11011.9B

STANDARD FORM 118-A DECEMBER 1953 PRESCRIBED BY GENERAL SERVICES ADMINISTRATION FPMR (41 CFR) 101-47.202		BUILDINGS, STRUCTURES, UTILITIES, AND MISCELLANEOUS FACILITIES				1 HOLDING AGENCY NO LEAVE BLANK	2 PAGE OF PAGES OF THIS SCHEDULE GSA CONTROL NO (GSA use only)	
SCHEDULE A—SUPPLEMENT TO REPORT OF EXCESS REAL PROPERTY								
LINE NO. (a)	HOLDING AGENCY BUILDING NO (b)	DESCRIPTION (c)	COST (d)	OUTSIDE DIMENSIONS (e)	FLOOR AREA (Sq Ft) (f)*	CLEAR HEAD-ROOM (g)*	FLOOR LOAD RANGE (h)*	RESTRICTIONS ON USE OR TRANSFER OF GOVERNMENT INTEREST (i)
1		Gate house, steel, 1-story, round built in 1953, in poor condition	\$1,000	6' dia.	(c)28			
2								
3								
4		Chief Petty Officer's Club, 1-story brick & concrete block, built in 1950, in fair condition	\$64,000	108'x50'	(c)5400	1		
5								
6								
7								
8		Paint Shop, 1-story metal quonset hut, built in 1952, poor condition	\$900	20'x45'	(c)900	1		
9								
10								
11								
12		Operations Building, 1-story brick & concrete block, built in 1950, in fair condition	\$64,000	108'x50'	(a)5400	1		
13								
14								
15								
16		Supply Building, 1-story brick & concrete block, built in 1952, in fair condition	\$64,000	108'x50'	(b)5400	1		
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
TOTAL			\$193,900		17,128			

*Profile figures with symbols to denote type of space, as follows: (a) for office; (b) for storage; (c) for other

BUILDINGS, STRUCTURES, UTILITIES AND MISCELLANEOUS FACILITIES (SF-118A)

Encl. (6) to Chapter 5
to COMDTINST M11011.9B

FORM NO. SF-118-B DECEMBER 1961 PREPARED BY GENERAL REGISTRATION DIVISION FEDERAL BUREAU OF INVESTIGATION		LAND				1. REGISTRATION NO.		2. PAGE 1 OF PAGES	
SCHEDULE B - SUPPLEMENT TO REPORT OF EXCESS REAL PROPERTY		ACQUIRED		LOST		TYPE OF ACQUISITION		RESTRICTIONS ON USE OR TRANSFER OF GOVERNMENT INTEREST	
LINE NO.	TRACT NO.	NAME OF FORMER OWNER OR LESSOR AND ADDRESS	ACQUIRED (a)	LOST (b)	AMOUNT (c)	TYPE (d)	ACQUISITION (e)	(f)	
1		Samuel Watts and Louise Ann Watts, his wife, and Mary Ann Hatton of Portsmouth, Virginia.	.796	.796	9,000.	None	Fee		
2		Leigh R. Watts, E Alexander Hatton, et al, of Portsmouth, Virginia	706	706	10,000.	None	Fee		
3		Seaboard Wharf and Warehouse Co., Inc., Norfolk, Virginia	2.180	2.180	140,000.	None	Fee		
4		Edwin L. Neville and Ruth Neville Sill, et al Portsmouth, Vir- ginia	.164	.164	4,000	None	Fee		
5		John Robert Lamb and Alice Elizabeth Lamb, his wife, of "Park- side" Frant, Sussex, England	.600	.600	25,000.	None	Fee		
6		Southern Railway Co., Norfolk, Virginia	2.471	2.471	16,000	None	Fee		
7		John Robert Lamb and Alice Elizabeth Lamb, his wife, and Charles	1.029	1.029	50,000.	None	Fee		
TOTAL			7.946	7.946	274,000.	None			

LAND SCHEDULE B - SUPPLEMENT TO REPORT OF EXCESS REAL PROPERTY (SF-118B)

Encl. (7) to Chapter 5
to COMDTINST M11011.9B

STANDARD FORM 118C DECEMBER 1943 REDESIGNED BY GENERAL SERVICES ADMINISTRATION REGULATION 714 30-6		RELATED PERSONAL PROPERTY				1. HOLDING AGENCY NO.		2. PAGE 1 OF 1 PAGES (OF THIS SCHEDULE)	
SCHEDULE C--SUPPLEMENT TO REPORT OF EXCESS REAL PROPERTY		3. SEC GROUP (2 Digit)		GSA CONTROL NO. (GSA use only)					
ITEM NO (a)	DESCRIPTION (b)	STANDARD COMMODITY CLASSIFICATION (c)	CON-DITION (d)	UNIT (e)	NUMBER OF (f)	UNIT COST (g)	TOTAL COST (h)	DO NOT USE THIS SPACE (i)	
1.	REFRIGERATION UNIT, TECUMSEH, MODEL V.F.T. SERNO 18052BET, WAGNER MOTOR MODEL 213011532-03, TECUMSEH COMPRESSOR, MODEL 300L, SERNO 19-36636	4110	01	EA	1	\$1,000	\$1,000.00		
2.	REFRIGERATION UNIT, TECUMSEH, MODEL V.F.T. SERNO 18068, WESTINGHOUSE MOTOR MODEL ADBP, SERNO 5812, TECUMSEH COMPRESSOR, MODEL 300L, SERNO A2-18308	4110	01	EA	1	1,000.00	1,000.00		
3.	REFRIGERATOR UNIT, TECUMSEH, MODEL V.F.T. SERNO 18607, GENERAL ELECTRIC MOTOR MODEL 5K182AL214R NO. JG, TECUMSEH COMPRESSOR, MODEL 300L, SERNO L152568	4110	01	EA	1	1,000.00	1,000.00		
4.	EVAPORATOR UNIT, McQUAY, MODEL RLC-050B, SERNO A329294	4110	01	EA	1	100	100.00		
5.	EVAPORATOR UNIT, McQUAY, MODEL ELC-070A, SERNO A403223	4110	01	EA	1	100	100.00		
6.	EVAPORATOR UNIT, McQUAY, MODEL ELC-070A, SERNO A403226	4110	01	EA	1	100	100.00		
7.	EVAPORATOR UNIT, McQUAY, MODEL RLC-100B, SERNO A329828	4110	01	EA	1	100	100.00		
8.	DEFROST CONTROL, DELTROL, MODEL 3106-3	4110	01	EA	1	50	50.00		
9.	CHEST FREEZER, SEARS, MODEL 198 619620, SERNO 840 58488	4110	02	EA	1	250	250.00		
10.	CHEST FREEZER, SEARS, MODEL 198 619620, SERNO 840 58446	4110	02	EA	1	250	250.00		
11.	CHEST FREEZER, SEARS, MODEL 198 713640, SERNO 1315 455328	4110	02	EA	1	250	250.00		
12.	REFRIGERATOR, FOGEL REFRIGERATOR CO., MODEL SJ-25-5/5, SERNO 72387-64	4110	R3	EA	1	400	400.00		
A detailed description must be provided in Block (b).									
TOTAL									

RELATED PERSONAL PROPERTY (SCHEDULE C - SUPPLEMENT
TO REPORT OF EXCESS REAL PROPERTY

REVERSE BLANK

Encl. (8) to Chapter 5
of COMDTINST M11011.9B

REAL PROPERTY BOARD OF SURVEY CHECK-IN SHEET

Date of Submission: (MM/DD/YY) _____

Board of Survey Number: _____

GSA Control Number: _____

OPFAC Number: _____

Unit/Installation Name: _____

City/Town: _____

County & State: _____

Protection and Maintenance Cost: _____

**REQUIRED SUBMISSION BY MAINTENANCE AND LOGISTICS COMMAND (MLC) OR
HEADQUARTERS UNIT. ENTER ONE OF THE FOLLOWING: Y = YES; N = NO.**

Public Domain Land?..... _____

Easement, License, Permit issued?..... _____

Flood Hazard?..... _____

Historical Significance?..... _____

Cultural Significance?..... _____

Archaeological Significance?..... _____

Contamination?..... _____

Hazardous material stored?..... _____

Sound Signal..... _____

Arc of Visibility Involvement?..... _____

GSA Survey Involvement?..... _____

Has a surveyor been contracted to survey/review subject
land description as a result of this board?..... _____

Date of Last Surveyor's Report..... _____

Acreage Recommended for Excess..... _____

Acreage Recommended for Retainment..... _____

Total Acreage of Unit/Installation..... _____

Number of Buildings Recommended for Excess..... _____

Number of Buildings Recommended for Retention..... _____

Number of Unit/Installation Buildings..... _____

Capitalized Value of Property Recommended for Excess...\$ _____

Estimated Fair Market Value of Property Recommended for
Excess..... \$ _____

DEPARTMENT OF TRANSPORTATION
USCG, CG-5480 (1-88)
(local reproduction)

REVERSE BLANK

FEDERAL REAL PROPERTY MANAGEMENT (EXECUTIVE ORDER 12512)

Federal Real Property Management

By the authority vested in me as President by the Constitution and laws of the United States of America, including section 486(a) of title 40 of the United States Code, and in order to ensure that Federal real property resources are treated in accordance with their value as national assets and in the best interests of the Nation's taxpayers, it is hereby ordered as follows:

Section 1. *General Requirements.* To ensure the effective and economical use of America's real property and public land assets, establish a focal point for the enunciation of clear and consistent Federal policies regarding the acquisition, management, and disposal of properties, and assure management accountability for implementing Federal real property management reforms, all Executive departments and agencies shall take immediate action to recognize the importance of such resources through increased management attention, establishment of clear goals and objectives, improved policies and levels of accountability, and other appropriate actions. Specifically:

(a) The Domestic Policy Council shall serve as the forum for approving government-wide real property management policies:

(b) All Executive departments and agencies shall establish internal policies and systems of accountability that ensure effective use of real property in support of mission-related activities, consistent with Federal policies regarding the acquisition, management, and disposal of such assets. All such agencies shall periodically review their real property holdings and conduct surveys of such property in accordance with standards and procedures determined by the Administrator of General Services. All such agencies shall also develop annual real property management improvement plans that include clear and concise goals and objectives related to all aspects of real property management, and identify sales, work space management, productivity, and excess property targets:

(c) The Director of the Office of Management and Budget shall review, through the management and budget review processes, the efforts of departments and agencies toward achieving the government-wide property management policies established pursuant to this Order. Savings achieved as a result of improved management shall be applied to reduce Federal spending and to support program delivery:

(d) The Office of Management and Budget and the General Services Administration shall, in consultation with the land managing agencies, develop legislative initiatives that seek to improve Federal real property management through the adoption of appropriate private sector management techniques: the elimination of duplication of effort among agencies; and the establishment of managerial accountability for implementing effective and efficient real property management practices; and

(c) The President's Council on Management Improvement, subject to the policy direction of the Domestic Policy Council, shall conduct such additional studies as are necessary to improve Federal real property management by appropriate agencies and groups.

Sec. 2. *Real Property.* The Administrator of General Services shall, to the extent permitted by law, provide government-wide policy oversight and guidance for Federal real property management; manage selected properties for

Encl. (9) to Chapter 5
of COMDTINST M11011.9B

FEDERAL REAL PROPERTY MANAGEMENT (EXECUTIVE ORDER 12521)

agencies; conduct surveys; delegate operational responsibility to agencies where feasible and economical; and provide leadership in the development and maintenance of needed property management information systems.

Sec. 3. *Public Lands.* In order to ensure that Federally owned lands, other than the real property covered by Section 2 of this Order, are managed in the most effective and economic manner, the Departments of Agriculture and the Interior shall take such steps as are appropriate to improve their management of public lands and National Forest System lands and shall develop appropriate legislative proposals necessary to facilitate that result.

Sec. 4. Executive Order No. 12348 of February 25, 1982, is hereby revoked.

/s/ Ronald Reagan
THE WHITE HOUSE
April 29, 1985

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CHAPTER 6 - SPECIAL CATEGORIES AND PROGRAMS

A. Outleasing, Licensing or Permitting of Lighthouse
Facilities.6-1

B. Historical Significance Program.6-7

C. Endangered Species*

D. Land Use in Vicinity of Fog Signals*

E. Floodplains*

*Under development.

ENCLOSURES:

- (1) Coast Guard Procedures for Outleasing Light Station
Property
- (2) Coast Guard General Purpose Lease Part I
- (3) Coast Guard General Purpose Lease Part II
- (4) U. S. Coast Guard General Purpose Lease for Historic
Properties
- (5) Civil Rights Act of 1964 - Title VI
- (6) Standard DOT Title VI Assurances
- (7) Programmatic Memorandum of Agreement Among the United
States Coast Guard, Department of Transportation, the
Advisory Council on Historic Preservation, and the
National Conference of State Historic Preservation
Officers

CHAPTER 6. SPECIAL CATEGORIES AND PROGRAMS

A. Outleasing, Licensing or Permitting of Lighthouse Facilities.

1. Introduction.

- a. This section provides preferred procedures concerning lighthouse facilities and the issuance of outleases for improvements on light station property.
- b. This section consists of the following parts:
 - (1) Introduction.
 - (2) Background.
 - (3) Policy.
 - (4) Procedures.
 - (5) Outleasing instructions. See enclosure (1).
 - (6) General purpose lease, Parts I and II. See enclosures (2) and (3).

2. Background.

- a. The Lighthouse Automation and Modernization Project (LAMP) began in 1968 and was designed to reduce logistics support, personnel manning requirements, operating costs and the number of remote or isolated duty stations. These goals have been met in some cases; however, there has been an increase in maintenance requirements due to vandalism and lack of day-to-day upkeep. The structures at these automated lights deteriorate rapidly once unmanned, and the conditions that result reflect unfavorably on the Coast Guard.
- b. Federal regulations require the Coast Guard to identify and dispose of properties not needed. However, once the Coast Guard disposes of a property, regaining title to that property could be an unnecessary and expensive procedure, if budgetary constraints are overcome. Further, disposal of real property is the responsibility of GSA and has proven to be a time-consuming process, outside the control of the Coast Guard. Therefore, to serve our best interests, we should look 5 years into the future to assure our needs are being met. Leases, licenses or permits may be used to preserve the "life" of structures, which, in turn, would control vandalism, ensure upkeep and protect taxpayers from maintenance costs.

- 6-A-2. c. Title 14 U.S.C. Section 93(n). The Commandant has the authority to lease to others, under such terms and conditions as are deemed advisable, any Coast Guard controlled real property that is not required for immediate use. The term of any lease agreement may not exceed 5 years; however, the total number of years a property is rented or outleased may exceed 5 years where subsequent agreements are entered into because the property is still not required for immediate use. Money received from such rental lease, less expenses incurred, (exclusive of personal services), must be deposited into the Treasury. However, if the terms of the lease contract require this sort of maintenance and upkeep by and at the expense of the lessee, the monies cannot be so applied.
- d. Title 14 U.S.C. Section 93(o). The Commandant also has the authority to grant to others, under such terms and conditions as are deemed advisable, permits, licenses, easements and rights-of-way over, across, in and upon lands controlled by the Coast Guard. Such grants may be made when they are in the public interest and will not substantially injure the interests of the United States in the property thereby affected.

Paragraph 6-A-4.f. provides the authority to license or permit lighthouse properties for a period of up to 25 years.

- e. Title 40 U.S.C. Section 303b. The only consideration for the lease of government buildings and properties is money and the inclusion of any provision for repairs, alterations or improvements of the premises by the lessee as part of the rental consideration is prohibited. The Comptroller General has disapproved a clause in a lease which provided for "repair and maintenance" as part of the rental consideration (41 Comptroller General 493). However, so long as fair monetary consideration is charged for the lease, it is possible to include a provision that the lessee maintain the premises in good condition as a condition of the lease, but not as part of the rental consideration.
- f. P.L. 96-515 dated 12 December 1980, "Establishing a Federal Program for National Historic Preservation and Expanding and Administering the National Register of Historic Places." The Commandant may, after consultation with the Advisory Council on Historic preservation, lease an historic property to any person or organization, or exchange any property owned by the Coast Guard with comparable historic property, if it is determined that the lease or exchange will adequately ensure the preservation of the historic property. See enclosure (7) for a memorandum of agreement regarding historic properties.

6-A-3. Policy.

- a. The Coast Guard has many lighthouse properties, for which a continuing need exists. The disposal process for those properties for which no need has been identified is long and involved. Therefore, the Coast Guard encourages the outleasing, licensing or permitting of lighthouse properties for the duration of the disposal period or for the foreseeable future, 5 years.
- b. Due to the high cost of maintenance and repair and the shortage of appropriated funds to maintain lighthouse properties, it is also Coast Guard policy to encourage and allow the lessee to make the required improvements, alterations or repairs to restore the property to a habitable condition, considering 40 U.S.C. Section 303b and 41 Comptroller General 493.
- c. To minimize future complaints concerning noise pollution and prevent loss of hearing in rental structures, land use in the vicinity of sound signals will be as follows:
 - (1) All land will be retained on which the Sound Pressure Level (SPL) equals or exceeds 60dB(A). The SPL attributable to sound signal operation can be determined with sufficient accuracy by hand held sound meter, such as a General Radio Model No. GR 1565-9903. Measurements are to be made in calm air. Technical assistance in complying with this provision is available from Commandant (G-ECV).
 - (2) Land retained due to excessive SPL may be occupied under lease, license or permit. Leases, licenses and permits shall be authorized only if sound pressure levels are reduced so as to be no greater than 80dB(A) in the areas of the structures authorized for use.
- d. Unused facilities at automated light stations shall be retained and may be outleased, licensed or permitted under the following conditions:
 - (1) A possible future need exists for the property (5-year projection under an approved plan).
 - (2) Retention and use by private parties or Coast Guard personnel is necessary to deter acts of vandalism to operational facilities located nearby.

- 6-A-3. d. (3) The facilities are located on land which must be retained due to existing sound (fog) signal land retention criteria. Properties falling within this category are subject to the limitations and restrictions imposed by sound signal requirements.
- (4) Maintenance and logistics commands (MLCs) and Headquarters units must ensure that all properties to be outleased, licensed or permitted are conditioned to prevent sound pressure levels in excess of 80dB(A) in the areas of the structures authorized for use and meet all current federal regulations such as Environmental Protection Agency (EPA) sewage pollution requirements before occupancy. Alterations or repairs may be done by the Coast Guard or the lessee. Funds for facility alterations or repairs over and above MLCs OG-43 funds are not available. Requests for additional funds must complete in the budget process in accordance with the Planning and Programming Manual (COMDTINST M16010.1 series).
- e. Prepare a categorical exclusion (CE), an environmental assessment (EA), findings of no significant impact (FONSI) or environmental impact statement, (EIS), as appropriate for properties to be licensed, permitted or outleased. Forward a copy of the environmental documentation, the appropriate license, permit or lease and drawings and exhibits to Commandant (G-ECV).

4. Procedures.

- a. For each property under consideration for licensing, permitting or outleasing involving a sound signal, assemble and place in the property file the information listed in paragraphs 6-A-4.a. of this manual instruction. Also, include a description of the intended use including the total time of occupancy, if it will not be a residence, and a physical description of the buildings and/or SPL within the buildings. After a MLC commander or a commanding officer of a Headquarters unit approves of licensing, permitting or outleasing of a property, the extent of the noise pollution shall be made known to the prospective lessee, permittee or licensee prior to execution of the lease document.
- (1) The type of signal, i.e., ELG-300/04 emitter with two CG-1000 power supplies (from the manufacturer's specifications, the ELG-300/04 has an SPL of 147 dBC, which converts to 141 dB(A)).

- 6-A-4. a. (2) The signal location which shall also be indicated on an accompanying contour plot plan showing exterior SPL readings relative to the facilities and to the sound signal.
- (3) The mode of operation, i.e., free running, controlled by fog detector, or manually controlled.
- (4) If a baffle is installed, its location shall be indicated on the accompanying plot plans and photographs, which shall be included in the supporting documents.
- b. MLC and district commanders and commanding officers of Headquarters units for all properties with sound signals that will be or are occupied shall:
- (1) Prevent unwarranted access to the sound signal. All doors leading to the sound signal equipment should be bolted, an access key being placed in the possession of the lightkeeper, caretaker, or the unit that is responsible for the maintenance of the signal equipment.
- (2) Post sound warning signs as follows:
- (a) As required by chapter 7 of the Coast Guard Occupational and Safety Manual (COMDTINST M5100.29 series).
- (b) Within and at all points of entry to places, interior and exterior, at which sound pressure levels will exceed 80dB(A) when the sound signal is operating. The signs shall read (as appropriate):

DANGER
PRESENCE NOT AUTHORIZED
WHEN SOUND SIGNAL IS OPERATING

or

DANGER
ENTRY NOT AUTHORIZED
WHEN SOUND SIGNAL IS OPERATING

- 6-A-4. c. A categorical exclusion, an environmental assessment and finding of no significant impact or environmental impact statement, as appropriate, shall be prepared each time a new lease or renewal involving a change in the property use by the lessee is executed.
- d. MLCs, districts and Headquarters units desiring to lease any property listed or eligible for listing in the National Register of Historic Places shall submit the proposed lease and supporting documents to Commandant (G-ECV) for coordination with the Advisory Council on Historic Preservation in accordance with P.L. 96-515. After Commandant (G-ECV) has coordinated with the Advisory Council, the appropriate command will be notified that the lease may be executed.
- e. MLCs, districts and Headquarters units shall ensure compliance with 36 CFR Part 800 before authorizing changes to any property listed or eligible for listing in the National Register of Historic Places. Documentation of such clearance shall be placed in the real property files.
- f. Authority is hereby delegated to MLC commanders and commanding officers of Headquarters units to license or permit Coast Guard property for a term up to 25 years. Licenses or permits shall be supplemented by the appropriate provisions of enclosure (1).
- g. Authority is hereby delegated to MLC commanders and commanding officers of Headquarters units to lease Coast Guard property for a term of 1 to 5 years.
- h. For each property identified as a candidate to be outleased, follow the procedures in enclosure (1). Use enclosures (2), (3) and (4) as a guide.
- i. Forms availability. Coast Guard General Purpose Lease Parts I and II (General Provisions), enclosures (2), (3) and (4) may be reproduced locally and used with appropriate modifications.

B. Historical Significance Program.

1. Background.

- a. Section 106 of the National Historic Preservation Act of 1966, as amended, requires the Coast Guard to consider the effect its "undertakings" may have on properties on the National Register of Historic Places.
- b. Additionally, properties found eligible for inclusion in the National Register must be afforded equal protection. See Executive Order 11953.
- c. 36 CFR Part 800 sets forth the coordination requirements for situations in which the Coast Guard "undertaking" may affect a property that has been determined by the Department of Interior (DOI) to be historically significant.

2. Definitions.

- a. Historically Significant. Property listed in the National Register of Historic Places or determined to be eligible for inclusion in the National Register of Historic Places by the Department of the Interior.
- b. Undertaking. Any federal action, activity or program, or the approval, sanction, assistance or support of any other action, activity or program which may have an effect on a property that is historically significant. Included are recommendations or favorable reports relating to legislation, new and continuing projects and program activities, and the modification or establishment of regulations, rules, procedures and policy.

3. Policy. It is Coast Guard policy to assure the protection of our nation's historical resources to the fullest extent possible through compliance with current historical mandates of which the most noteworthy are: Section 106 of the National Historic Preservation Act of 1966, as amended; Executive Order 11593 of 1971; and 36 CFR Part 800.

4. Procedures for Acquisition or Disposition of Real Property.

a. Acquisition of Real Property.

- (1) The protection afforded historic properties affects the Coast Guard primarily in the area of using existing real property and disposal of excess real property. However, should Coast Guard desire to purchase real property that is historically significant

- 6-B-4. a. (1) (cont'd) (currently listed or eligible for inclusion in the National Register), it would be mandatory to comply with protection requirements in any subsequent undertaking.
- (2) MLC and district commanders and commanding officers of Headquarters units should refer to paragraph 2-C-5.a. of this manual instruction if acquisition of a property of historical significance is being considered.

b. Disposal of Real Property.

- (1) To meet the historical and GSA requirements, it is necessary that each Board of Survey to excess, demolish or renovate real property contain a statement of historical significance. One of three categories of significance should be noted:
- (a) On the National Register of Historic Places.
 - (b) Eligible for the National Register.
 - (c) Not Eligible.
- (2) It should also be noted if the property is in the proximity of a historically significant site.
- (3) In cases involving demolition or renovation, the State Historic Preservation Officer (SHPO) must be given an opportunity to agree or disagree with the Coast Guard position as established by MLC commander (ms). See CFR Part 800 for details of the required consultation process. Include a letter from the SHPO in such cases.
- (4) In cases involving the excessing of real property, a letter from the SHPO is not required if documentation is furnished which places the property in one of the three categories above.

COAST GUARD PROCEDURES FOR OUTLEASING LIGHT STATION PROPERTY

1. Rental Rate. Properties outleased shall be at the full fair market value as determined by local survey.
2. Leasing on Competitive Bid Basis. Leases shall be procured through the competitive bidding process so as to eliminate possible charges of discrimination and favoritism. Negotiated leasing is contrary to Coast Guard policy and it is not authorized unless there is only one available lessee or when leasing to a selected lessee will be in the best interest of the government. All negotiated leasing shall be fully documented. No person(s) connected in any way with the processing of the lease may have any present or anticipated personal or financial benefit or interest in such lease.
3. Inspection of Premises.
 - a. Inspection of premises shall be made jointly by a Coast Guard representative and the lessee as follows:
 - (1) On or before execution of the lease or renewals thereunder.
 - (2) During the term of the lease on a regular periodic basis but not less than once per year to ensure lessee's compliance with the terms and conditions of the lease. Any violations noted shall be promptly corrected.
 - (3) Upon termination of the lease.
 - b. A condition report will be prepared and signed by the inspection parties, attached to the lease as exhibit and filed together with the lease. The accuracy and adequacy of condition reports are important as they support the enforcement of claims against the lessee for failure to fulfill their obligations under the terms and conditions of the lease. They also indicate lease terminations were concluded according to procedures and in a satisfactory manner.
 - c. For more details concerning condition reports and boards of restoration, refer to 3-H-2 of this manual.
4. Maintenance.
 - a. Normally, the lessee shall be responsible for the routine maintenance and upkeep of the property, i.e., the quarters being used, not the entire station. Routine maintenance and upkeep is considered that which is necessary to keep the property in the condition as when first occupied, excluding normal wear and tear. They shall not be a factor in establishing the fair rental consideration.

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4. b. The lessee shall provide for utilities unless circumstances make it impracticable. In the latter case, complete documentation shall be made as to the circumstances leading to Coast Guard assumption of utilities costs (reimbursable basis).
5. Less Expenses Incurred. As stated in 6-A-2, Title 14 U.S.C. Section 93(n) allows the Coast Guard to apply to monies received from the lease to those expenses incurred as an incidence of the lease, such as routine maintenance and upkeep. However, if the terms of the lease contract require this sort of maintenance and upkeep by and at the expense of the lessee, the monies cannot be so applied. Therefore, the Coast Guard may deduct expenses from the rental monies for the following items and under the following conditions:
 - a. Utilities. Coast Guard responsibility to provide the lessee with utilities.
 - b. Routine Maintenance. Coast Guard responsibility for routine maintenance and upkeep.
 - c. Long Term Repairs and Improvements. Coast Guard responsible and the repairs and improvements are required as a result of the lessee's usage and, therefore, an incidence of the leasehold.
6. Lease Terms. Each lease shall contain the following terms:
 - a. Lease terms, including renewals, shall be for a term of 1 to 5 years.
 - b. Append a diagram of the facility to the lease. List all sound pressure levels. Areas with less than 80dB(A) shall be marked as authorized areas. Areas where SPLs exceed 80dB(A) shall be marked as unauthorized areas during operation of the sound signal.
 - c. Prohibition forbidding subleasing by the lessee unless specifically authorized in writing by the maintenance and logistics command (MLC) or commanding officer of a Headquarters unit.
 - d. Licenses/leases issued for less than full monetary consideration shall contain the provisions in enclosure (4).
 - e. The lessee may make permanent improvements, accomplish maintenance or repairs, as specifically authorized by the MLC or Headquarters unit and such improvements will revert to the Coast Guard as a condition of the lease. Any improvements, maintenance, or repairs authorized shall be in accordance with the requirements of the Civil Engineering Manual (COMDTINST M11000.1 series). Prime control over maintenance and upkeep has been reserved to the MLC and district commanders and

6. e. (cont'd) commanding officers of Headquarters unit to ensure that historically significant properties are not inadvertently modified or changed by the lessee. MLCs, districts and Headquarters units shall ensure compliance with 36 CFR Part 800 before authorizing undertakings to historical or historically eligible property.
- f. Rental payments shall be made in advance.
- g. The lessor's liability to the lessee for damages or loss of property, personal injury or death shall be as prescribed by the Federal Tort Claims Act, as amended (28 U.S.C. 2671-2680).
- h. The Coast Guard will have the right of access to periodically (at least monthly) check its equipment day or night. Unrestricted access will be provided for emergencies. Servicing at night will be of an emergency nature. This condition to be included where appropriate.
- i. The lease shall contain a provision "for residential purposes only" (when applicable).
- j. The lessee, lessee's family or his guests must wear ear protective devices to prevent hearing damage should they be outside the authorized areas during periods when the fog signal is in operation.
- k. The lessee acknowledges the risk to hearing involved in occupancy of this property. (Append sound survey).
- l. All federal regulations must be met on a continual basis, i.e. pollution.
- m. The lessee acknowledges that the property is leased without a potable water supply and that it is the lessee's responsibility to ensure that any existing or installed water supply meets current health standards.

7. Insurance Requirements.

- a. General Insurance Requirements. Lessees of improved real property shall be required to assume all risk of loss or damage thereto. The extent of liability shall be limited to the amount of insurance required or actually carried whichever is the greater; provided, however, that maintenance of the required insurance shall not effect any reduction of the lessee's liability with respect to any loss or damage resulting from willful misconduct, lack of good faith, or failure to exercise due diligence by the lessee or parties charged by the lessee with the supervision or direction of the leased property. MLCs and Headquarters units shall specify the types

7. a. (cont'd) of minimum amounts of insurance coverage required to protect the various kinds of government property involved against all hazards which are customarily insured against locally. These insurance types include, but are not limited to, fire and extended coverage, boiler, crane, and pier and wharf insurance. MLCs and Headquarters units may waive the insurance requirement where the cost of the minimum amount of insurance would be prohibitive and the advantage of having the property occupied will be lost. If the insurance requirement is waived, the space on the lease form provided for the insurance coverage should so state. Documentation to support waiving the insurance requirement shall be filed with the property records. When a lease is granted for a portion of a building, the MLC or Headquarters unit should determine the amount of insurance required, if any, by taking into account the portion being used, type of use, value of the building, and the financial responsibility of the lessee. In the absence of unusual circumstances, such value will be computed as the difference between the current replacement value and normal depreciation thereon to the effective date of the lease.
- b. Insurance for Agricultural or Grazing Leases. Agricultural grazing leases are basically leases of land only, therefore, insurance is not normally required. Where improvements are involved, insurance may be required, if needed to protect the government's interest. The lessee will in any event be responsible for destruction or damage to any government property located on or adjacent to the leased premises.
- c. Specific Insurance Requirements. The lessee of any improved Coast Guard-controlled real property shall provide insurance protecting both lessee and the government from liability to any third party for damage to property, bodily injury or death, in such specific minimum amounts as the MLC or Headquarters unit shall determine to be sufficient to adequately protect the interests of the government under all the circumstances involved. In no event, however, shall the amount of such bodily injury or death liability be less than \$50,000 per person/\$100,000 per accident or the amount of such property damage liability be less than \$50,000 per accident. Each insurance policy required under any lease shall satisfy the following requirements.
- (1) It shall be issued by an insurance company which is licensed to operate in the state where the property is located and which is of sufficient size and financial stability to assume the risk involved. Any question which may arise as to the acceptability of the insurer or proposed insurer shall be referred to Commandant (G-ECV) for resolution.

7. c. (2) It shall name both the lessee and the United States of America (United States Coast Guard) as the insured.
- (3) It shall contain a provision for 30 days written notice to the local government representative designated in the lease prior to any material change in, or the cancellation of, the policy.
- (4) All fire, extended coverage and allied forms of insurance on government property shall contain a loss payable clause reading as follows:
- "Loss, if any, under this policy shall be adjusted with (name of lessee) and the proceeds, at the election of the government, shall be payable to (name of lessee); any proceeds not paid to (name of lessee) shall be payable to the Treasurer of the United States of America."
- d. Self-Insurance Waivers. If a prospective lessee claims to be a self-insurer, a letter setting forth all the facts shall be forwarded to Commandant (G-ECV), requesting authority to waive the insurance requirement. If the authority is granted, the space on the lease form provided for the insurance coverage should state self-insurer and the authority.
- e. Co-Insurance. If a prospective lessee requests to be a co-insurer, consent may be given subject to the condition that any reduction in the amount of insurance payable under the policy from the operation of such clause shall be at the sole risk of lessee and shall not relieve lessee of its liability to the government in the full amount of insurance required. Such consent shall be expressed in writing specifying that it shall be of no force and effect until the delivery to the MLC or Headquarters unit of the written acceptance of the conditions thereof by the lessee.
- f. Insurance Exemptions. The law in some states precludes the state, counties, and local governmental agencies from providing insurance. Where this situation prevails, the requirement for insurance will be waived for such lessees. In the section of the lease which provides for insurance coverage, the exempting statute of the state will be cited in support of the statement that the insurance requirement has been waived. Although such an agency may be relieved of an insurance obligation, that agency shall nevertheless assume the same liabilities arising out of its use of government property as any lessee not so exempted.

8. Accounting for Rental or Lease Collections.
 - a. Collection. Deposit collections to 69X0201, OG-30 utilizing the cost center assigned to each station and field subaccount to record collections as refunds.
 - b. Utility Bills and Maintenance Expense. Charge 69X0201, OG-30 utilizing cost center and field subaccount established in recording the collection to record payment of bills for electricity, gas, water, trash collection, sewage etc., unless these items are a responsibility of the lessee. Charge maintenance expenses to same account credited with collection. Maintenance expenses will not include personal services.
 - c. Prior to close of the fiscal year, collections including accruals for appropriate receivables will be compared with accrued costs. Excess collections over costs evidenced by negative expenditures will be transferred to the Treasury General Fund Receipt account 691830 by preparation of Form CG-4412 to charge 69X0201 and credit 691830.
 - d. Collections and related accruals for receivables will be credited to fiscal year accounts, as appropriate, based on rental period covered. If payments are made in advance, they will be reflected temporarily in account 5920, Deferred Credits.
9. Documentation. Documentation required shall be kept available for review and inspection by area inspectors or auditors.
10. Distribution. After a lease or renewal has been executed, distribute as follows:
 - a. Original Lessee
 - b. Executed copy MLC commander (ms) or
commanding officer of a
Headquarters unit.
 - c. Conformed copy Commanding officer of activity
being used, the appropriate
district program manager and
Commandant (G-ECV).
(with supporting documents)

Encl. (2) to Chapter 6
of COMDTINST M11011.9B

U.S. COAST GUARD GENERAL PURPOSE LEASE

PART I

LEASE Between

(HEREINAFTER CALLED "LESSEE") AND THE UNITED STATES OF AMERICA (HEREINAFTER CALLED THE "GOVERNMENT"). CONSISTING OF THIS PART I, THE GENERAL PROVISIONS OF PART II OF GENERAL PURPOSE LEASE, ATTACHED HERETO AND MADE A PART HEREOF, AND SUCH SPECIAL PROVISIONS AS ARE INCORPORATED BY ARTICLE 6 OF THIS PART I.

1. LEASED PROPERTY: UNDER THE TERMS AND CONDITIONS OF THIS LEASE, THE GOVERNMENT HEREBY LEASES TO THE LESSEE THE PREMISES HEREINAFTER CALLED THE "LEASED PROPERTY."

AS DELINEATED ON THE MAP OF THE STATION, MARKED "EXHIBIT A", ATTACHED HERETO AND MADE PART HEREOF.

TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

TOGETHER WITH THOSE ITEMS OF PERSONAL PROPERTY IDENTIFIED ON THE LIST, MARKED "EXHIBIT B", ATTACHED HERETO AND MADE PART HEREOF.

TOGETHER WITH RIGHTS OF INGRESS AND EGRESS AND THE RIGHT, IN COMMON WITH OTHERS, TO THE USE OF ALL SUPPORTING FACILITIES, ROADWAYS AND/OR RAILROAD TRACKS SERVING THE LEASED PROPERTY TO THE EXTENT NECESSARY TO ENABLE LESSEE TO USE SAME FOR THE PURPOSES OF THIS LEASE.

ATTACHED HERETO AND MADE PART HEREOF IS A CONDITION REPORT, MARKED "EXHIBIT C", SIGNED BY REPRESENTATIVES OF THE GOVERNMENT AND LESSEE, WHICH SETS FORTH THE CONDITION OF EACH ITEM OF THE LEASED PROPERTY AS DETERMINED FROM THEIR JOINT INSPECTION THEREOF.

2. TERM: THE TERM OF THIS LEASE SHALL BEGIN ON _____ AND END ON _____, UNLESS SOONER TERMINATED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE E OR ARTICLE F HEREOF.

LESSEE MAY EXTEND THE TERM OF THIS LEASE FOR _____ ADDITIONAL PERIODS OF 1 YEAR EACH BY DELIVERY TO THE LOCAL GOVERNMENT REPRESENTATIVE OF WRITTEN NOTICE OF ITS INTENTION TO EXTEND NO LATER THAN 90 DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM. PROVIDED, NO EXTENSION SHALL BE GRANTED WHICH GREATES A TOTAL TERM IN EXCESS OF 5 YEARS.

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3. RENT: LESSEE SHALL PAY THE GOVERNMENT AN ANNUAL RENTAL OF \$ _____, PAYABLE _____ IN ADVANCE AT THE RATE OF \$ _____ PER _____, IN CONFORMITY WITH THE PROVISIONS OF ARTICLE W OF PART II HEREOF.

4. USE: THE SOLE PURPOSE OF WHICH LESSEE SHALL USE THE LEASED PROPERTY, IN THE ABSENCE OF PRIOR WRITTEN APPROVAL OF THE GOVERNMENT FOR ANY OTHER USE, IS THE FOLLOWING:

5. INSURANCE: THE INITIAL MINIMUM AMOUNTS AND TYPES OF INSURANCE WHICH LESSEE SHALL PROCURE AND MAINTAIN ON THE LEASED PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE B OF PART II HEREOF ARE THE FOLLOWING.

Fire and Extended Coverage		Other Risks (Specify)	
		Type	\$
		Type	\$
<u>LIABILITY</u>			
Bodily Injury		Property Damage	
\$ _____ per person	\$ _____ per accident	\$ _____ per accident	

6. SPECIAL, PROVISIONS: THERE ARE HEREBY INCORPORATED INTO THIS LEASE, BY ATTACHMENT HERETO, THE FOLLOWING SPECIFIED ADDITIONAL PROVISIONS WHICH SHALL BE CONTROLLING IN THE EVENT OF ANY CONFLICT WITH THE GENERAL PROVISIONS OF PART II OF THIS LEASE.

7. EXECUTION BY LESSEE:

NAME OF LESSEE _____

BY _____ (Signature) _____ (Witness)
_____ (Title) _____ (Date)

8. FOR CORPORATE LESSEE, CERTIFICATION BY SECRETARY OF ASSISTANT SECRETARY OF THE CORPORATION:

I CERTIFY THAT THE PERSON WHO SIGNED THIS LEASE ON BEHALF OF LESSEE WAS THEN THE OFFICER INDICATED AND THIS AGREEMENT WAS DULY SIGNED FOR

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of COMDTINST M11011.9B

AND ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS GOVERNING BODY
AND IS WITHING THE SCOPE OF ITS CORPORATE POWERS.

(CORPORATE)
SEAL)

(Signature)

(Title)

9. EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT:

THE UNITED STATES OF AMERICA

By _____
(Contracting Officer) (Date) (Witness)

10. IDENTIFICATION DATA:

Name and Address of CG Station

Local Government Representative
Title and Address

Address of Lessee

U.S. COAST GUARD GENERAL PURPOSE LEASE

PART II

GENERAL PROVISIONS

A. GENERAL MAINTENANCE OBLIGATION

Lessee, at own expense, shall so protect, preserve, maintain and repair the leased property, that the same will at all times be kept in at least as good condition as when received hereunder, as reflected in the Condition Report incorporated by Article I of Part I hereof, subject, however, to ordinary wear and tear and loss or damage or which Lessee is not liable hereunder.

B. RISK OF LOSS-INSURANCE

- (1) Lessee shall bear all risk of loss of or damage to the leased property arising from any cause whatsoever, with or without fault by Lessee; Provided, however, that Lessee's liability for any loss or damage resulting from risks expressly required to be insured against under the lease shall not exceed the amount of insurance so required or the amount actually procured and maintained, whichever shall be the greater; Provided, further, that maintenance of the required insurance shall effect no limitation on Lessee's liability with respect to any loss or damage resulting from the willful misconduct, lack of good faith, or negligence of Lessee or any of its officers, agents, servants, employees, subtenants, licensees or invitees.
- (2) Lessee shall procure and maintain, at its own expense, insurance on the leased property in such initial amounts and types as may exceed, but shall not be less than, the minimum amounts and types specified in Article 5 of Part I hereof. However, Lessee shall provide, maintain, change or discontinue such insurance as the local government representative may from time to time require and direct; Provided, Lessee's liability for loss or damage to the leased property is modified accordingly; Provided, further, that if any insurance requirement is so changed, an equitable adjustment shall be made in the amount of the rent specified in Article 3 of Part I hereof so as to reflect any resultant savings or increased cost to Lessee.

- B. (3) All insurance which this lease requires Lessee to carry on the leased property shall be in such form, for such amounts, for such periods of time and with such insurers as the government may from time to time require or approve. Each policy of insurance shall contain a provision for 30 days written notice to the local government representative prior to making of any material change in or the cancellation of the policy. Lessee shall deliver promptly to the local government representative a certificate of insurance or a certified copy of each policy of insurance required by this lease and shall also deliver to him, no later than 30 days prior to the expiration of any such policy covering the same risks. All insurance required or carried by Lessee on any of the leased property shall be for the protection of the government and Lessee against their respective risks and liabilities in connection with the leased property. Each policy of insurance shall name both Lessee and the United States of America (U.S.C.G.) as the insured, and each policy of insurance against loss of or damage to the leased property shall contain a loss payable clause reading as follows:

"Loss, if any, under this policy shall be adjusted with (name of lessee) and the proceeds, at the election of the government, shall be payable to (name of Lessee); any proceeds not paid to (name of lessee) shall be payable to the Treasurer of the United States."

- (4) In the event that any item or part of the leased property shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed by Lessee under paragraph (1) of this Article, Lessee shall promptly give notice thereof to the local government representative and, to the extent of its liability as provided in paragraph (1) thereof, shall, upon demand, either compensate the government for such loss or damage, or rebuild, replace, or repair the item or items of the leased property so lost or damaged, as the government may elect. In the event that the government shall direct Lessee to effect any repair, rebuilding or replacement which it is required to effect pursuant to this paragraph, the government shall direct the payment to Lessee of so much of the proceeds of any insurance carried by Lessee and made available to the government on account of loss of or damage to any item or part of the leased property as may be necessary to enable Lessee to effect such repair, rebuilding or replacement. In the event the government shall elect not to require Lessee to repair, rebuild or replace any item or part of the leased property lost or damaged, Lessee shall promptly pay to the government out of any insurance proceeds collected by Lessee such portion thereof as may be allocable

B. (4) (cont'd) to loss of or damage to the leased property. When compliance with a government request to effect any repair, rebuilding or replacement of any lost or damaged item or part of the leased property would involve the incurring of costs in excess of Lessee's liability for such loss or damage under this Article, Lessee shall be under no obligation to effect same until after a satisfactory agreement has been reached between the government and Lessee with regard to government reimbursement of such excess of costs to Lessee.

C. REPRESENTATIONS

Lessee has examined, knows and accepts the condition and state of repair of the leased property and the station of which it forms part, and acknowledges that the government has made no representation concerning such condition and state of repair, nor any agreement or promise to alter, improve, adapt, repair or keep in repair the same, or any item thereof, which has not been fully set forth in this lease which contains all the agreements made and entered into between the Lessee and the government.

D. SUBJECTION TO EXISTING AND FUTURE EASEMENTS AND RIGHTS OF WAY

This lease is subject to all outstanding easements and right of way for location of any type of facility over, across, in and upon the leased property, or any portion thereof, and to the right of the government to grant such additional easements and rights of way over, across, in and upon the leased property as it shall determine to be in the public interests; Provided, that any such additional easement or right of way shall be conditioned on the assumption by the Grantee thereof of liability to Lessee for such damages as Lessee shall suffer for property destroyed or property rendered unusable on account of Grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such easements and rights of way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, and to any Federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress, over the leased property as shall be necessary for the performance of their duties with regard to such facilities.

E. TERMINATION BY GOVERNMENT

The government shall have the right to terminate this lease, at any time without prior notice, and regardless of any lack of breach by Lessee of any of the terms and conditions of this lease. In the event of termination for any reason not involving a breach by Lessee of the terms and conditions of the lease the government shall make an equitable adjustment of any advance rentals paid by Lessee hereunder.

In the event that the government shall elect to terminate this lease on account of breach by Lessee of any of the terms and conditions hereof, adjustment in advance rentals paid by Lessee shall be made, and the government shall be entitled to recover and Lessee shall pay to the government:

- (1) The costs incurred in resuming possession of the leased property.
- (2) The costs incurred in performing any obligation on the part of Lessee to be performed hereunder.
- (3) An amount equal to the aggregate of all rents, and charges assumed hereunder and not theretofore paid or satisfied, less the net rentals, if any, collected by the government on the reletting of the leased property, which amounts shall be due and payable at the time when such rents, obligations and charges would have accrued or become due and payable under this lease.

F. TERMINATION BY LESSEE

Lessee shall have the right to terminate this Lease upon 30 days written notice to the local government representative in the event of damage to or destruction of all the improvements on the leased property or such a substantial portion thereof as to render the leased property incapable of use for the purposes for which it is leased hereunder; Provided, (1) the local government representative either has not authorized or directed the repair, rebuilding or replacement of the improvements or has made no provision for payment for such repair, rebuilding or replacement by application of insurance proceeds, or otherwise, and (2) that such damage or destruction was not occasioned by the fault or negligence of Lessee or any of its officers, agents, servants, employees, subtenants, licensees, or invitees, or by any failure or refusal on the part of Lessee to fully perform its obligation under this lease.

G. SURRENDER

Upon expiration of this lease or its prior termination, Lessee shall quietly and peacefully remove itself and its property from the leased property and surrender the possession thereof to the government; Provided, in the event the government shall terminate this lease upon less than 30 days notice, Lessee shall be allowed a reasonable period of time, as determined by the local government representative, but in no event to exceed 30 days from receipt of notice of termination, in which to remove all of its property from and terminate its operations on the leased property. During such period prior to surrender, all obligations assumed by Lessee under this lease shall remain in full force and effect; Provided, however, that if the local government representative shall, in his sole discretion, determine that such action is equitable under the circumstances, he may suspend, in whole or in part, any further accruals of rent between the date of termination of the lease and

H. RESTORATION OF LEASED PROPERTY

Before the expiration or prior termination of this lease, Lessee shall restore the leased property and each item thereof to the condition in which it was received, as set forth in the Condition Report incorporated by Article I of Part I hereof, or to such improved condition as may have resulted from any improvement made therein by the government or by Lessee during the lease term, subject however, to ordinary wear and tear and loss or damage for which Lessee is not liable hereunder; Provided, in the event the government shall terminate this lease upon less than 30 days notice Lessee shall have 30 days from receipt of notice of termination to accomplish such restoration.

I. INSTALLATIONS, ALTERATIONS AND REMOVALS

During the term of this lease, or any extension thereof, Lessee shall have the right, at its own expense, to install such of its own machinery and equipment, to make such minor improvements and additions and to attach such removable fixtures in or upon the leased property as may be necessary for its use of the leased Property pursuant to this lease, and to remove same at any time prior to expiration or termination of this lease or any extension thereof; Provided, that in the event of termination by the government upon less than 30 days notice Lessee may remove such items within 30 days from the receipt of notice of termination. All property not so removed shall be deemed abandoned by Lessee and may be used or disposed of by the government in any manner whatsoever without any liability to account to Lessee therefor, but such abandonment shall in no way reduce any obligation of Lessee for restoration under Article H of this Part II.

I. (cont'd) It is expressly agreed and understood that Lessee will make no substantial alterations, additions, or betterments to or installations upon the leased property without the prior written approval of the local government representative, and then only subject to the terms and conditions of such approval which may include an obligation of removal and restoration upon the expiration or termination of this lease. Except insofar as said terms and conditions may expressly provide otherwise, all such alterations, additions, betterments and installations made by Lessee shall become the property of the government when annexed to the Leased Property or any part thereof.

J. LIABILITY OF THE GOVERNMENT

The government's liability to the Lessee shall be as prescribed by the Federal Tort Claims Act, as amended (28 U.S.C. 2671-2680).

K. UTILITIES AND SERVICES

In the event that the government shall furnish Lessee with any utilities and services maintained by the government which Lessee may require in connection with its use of the leased property, Lessee shall pay the government the charges therefor in addition to the cash rent required under this lease. Such charges and the method of payment thereof shall be determined by the appropriate supplier of such service, in accordance with applicable laws and regulations, on such basis as the appropriate supplier of such service may establish, which may include a requirement for the installation of adequate connecting and metering equipment at the sole cost and expense of Lessee. It is expressly agreed and understood that the government in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to Lessee.

L. LIENS

Lessee shall promptly discharge or cause to be discharged any valid lien, right in rem, claim or demand of any kind except one in favor of the government, which at any time may arise or exist with respect to the leased property or materials or equipment furnished therefor, or any part thereof, and if the same shall not be promptly discharged by Lessee, the government may discharge, or cause to be discharged, the same at the expense of Lessee.

M. ACCESS

The government shall have access to the leased property at all reasonable times for any purposes not inconsistent with the quiet use and enjoyment thereof by Lessee, including, but not limited to the purpose of inspection.

N. STATE AND LOCAL TAXES

In the event that as a result of any future Act of Congress, subjecting government owned property to taxation, any taxes, assessments or similar charges are imposed by State or local authorities upon the leased property (other than upon Lessee's possessory interest therein), Lessees shall pay the same when due and payable and this lease shall be renegotiated so as to accomplish an equitable reduction in the amount of the rent specified in Article 3 of Part I hereof, which reduction shall in no event exceed the amount of such taxes, assessments, or similar charges; Provided, in event the parties hereto are unable to agree within 90 days from the date of the imposition of such taxes, assessments, or similar charges, upon a rental which in the opinion of the local government representative constitutes a reasonable return to the government on the Leased Property, the local government representative shall have the right to determine the amount of the rental, which determination shall be binding on Lessee.

O. COVENANT AGAINST CONTINGENT FEES

Lessee warrants that no person or agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, the government shall have the right to annul this lease without liability or in its discretion to require Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

P. OFFICIALS NOT TO BENEFIT

No member of or delegate of Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit to arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

Q. FAILURE OF GOVERNMENT TO INSIST ON COMPLIANCE

The failure of the government to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this lease shall not be construed as a waiver or relinquishment of the government's right to the future performance of any such terms, covenants or conditions and Lessee's obligations in respect to such future performance shall continue in full force and effect.

R. ASSIGNMENT OR SUBLETTING

Lessee shall not transfer or assign this lease or any interest therein nor sublet or otherwise make available to any third party or parties any portion of the leased property or rights therein without the prior written consent of the government. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of Lessee hereunder, but no assignment shall relieve the assignor of any of Lessee's obligations hereunder except for an extension of the lease term beginning after such assignment, and then only if the government shall have consented thereto.

S. LABOR PROVISION

(1) Equal Opportunity

During the term of this lease the lessee agrees as follows:

- (a) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause.
- (b) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the government, advising the labor union or worker's representative of the lessee's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- S. (1) (d) The lessee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The lessee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the government and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations and orders.
- (f) In the event of the lessee's noncompliance with the Equal Opportunity clause of this lease or with any of said rules, regulations, or orders, this lease may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The lessee will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of the Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each sublessee or vendor. The lessee will take such action with respect to any sublease or purchase order as the government may direct as a means of enforcing such provisions including sanction for noncompliance; provided, however, that in the event the lessee becomes involved in, or is threatened with, litigation with sublessee or vendor as a result of such direction by the government, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(2) Convict Labor

In connection with the performance of work required by this lease, Lessee agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

S. (3) Contract Work Hours Standards Act (40 U.S. Code 327-330)

This lease, to the extent that it is a contract of a character specified in the Contract Work Hours Standard Act (40 U.S.C. 327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and exceptions of said Contracts Work Hours Standards Act and to all other provisions and exceptions of said law:

- (a) The Lessee shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and a one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay," as used in this clause, shall be the amount paid per hour, exclusive of the lessee's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.
- (b) In the event of any violation of the provisions of paragraph (a), the lessee shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

T. GOVERNMENT RULES AND REGULATIONS

Lessee shall comply with such rules and regulations regarding station security, ingress, egress, safety and sanitation as may be prescribed, from time to time, by the local government representative or by the Commanding Officer of the Station.

U. USE IN PERFORMANCE OF GOVERNMENT CONTRACTS

Lessee shall notify the local government representative promptly whenever the use of the Leased Property in the performance of government contracts changes so as to utilize 75% or more of the total capacity thereof, and conversely whenever such use changes so as to utilize less than 75% of such capacity.

V. NOTICES

No notice, order, direction, determination, requirement, consent, or approval under this lease shall be of any effect unless in writing. All notices required under this lease shall be addressed to Lessee, or to the local government representative, as may be appropriate, at the address thereof specified in this lease or at such other addresses as may from time to time be agreed upon by the parties hereto.

W. PAYMENTS

All payments to the government required under this lease shall be made by check or postal money order made payable to the U.S. Coast Guard and delivered to the local government representative.

X. INTEREST

Notwithstanding any other provision of this lease, unless paid within 30 days, all amounts that become payable by the lessee to the government under this lease (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due until paid and shall be subject to adjustments as provided by Part 6 of Appendix E of the Armed Services Procurement Regulation, as in effect on the date of this lease. The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board, as of the date the amount becomes due as herein provided. Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this lease (ii) the date of the first written demand for payment, consistent with this lease, including demand consequent upon default termination; (iii) the date of transmittal by the government to the Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount; or (iv) if this lease provides for revision of prices, the date of written notice to the Lessee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by lease amendment.

Y. ADMINISTRATION

The local government representative specified in Article 10 of this lease, shall under the direction of the Commandant, U.S. Coast Guard, have complete charge of the administration of this lease, and shall exercise full supervision and general direction thereof insofar as the interest of the government as affected.

Encl. (4) to Chapter 6
of COMDTINST M11011.9B

U.S. COAST GUARD GENERAL PURPOSE LEASE FOR HISTORIC PROPERTIES

PART I

LEASE Between

(HEREAFTER CALLED "LESSEE") AND THE UNITED STATES OF AMERICA (HEREAFTER CALLED THE "GOVERNMENT"). CONSISTING OF THIS LEASE, THE GENERAL PROVISIONS OF THE GENERAL PURPOSE LEASE, ATTACHED HERETO AND MADE A PART THE LEASE AND SUCH SPECIAL PROVISIONS AS ARE INCORPORATED BY ARTICLE 6 OF THIS LEASE.

1. LEASED PROPERTY: UNDER THE TERMS AND CONDITIONS OF THIS LEASE, THE GOVERNMENT LEASES TO THE LESSEE THE PREMISES HEREINAFTER CALLED THE "LEASED PROPERTY."

AS MARKED ON THE MAP OF THE STATION, LABELED "EXHIBIT A", ATTACHED AND MADE PART OF THIS LEASE.

TOGETHER WITH ALL IMPROVEMENTS AND APPURTENANCES.

TOGETHER WITH THOSE ITEMS OF PERSONAL PROPERTY IDENTIFIED ON THE LIST, LABELED "EXHIBIT B", ATTACHED AND MADE PART OF THIS LEASE.

TOGETHER WITH RIGHTS OF INGRESS AND EGRESS AND THE RIGHT, IN COMMON WITH OTHERS, TO USE ALL SUPPORTING FACILITIES, ROADWAYS AND/OR RAILROAD TRACKS SERVING THE LEASED PROPERTY TO THE EXTENT NECESSARY TO ENABLE LESSEE TO USE FOR THE PURPOSES OF THIS LEASE.

ATTACHED AND MADE PART THIS LEASE IS A CONDITION REPORT, LABELED "EXHIBIT C", SIGNED BY REPRESENTATIVES OF THE GOVERNMENT AND LESSEE, WHICH SETS FORTH THE CONDITION OF EACH ITEM OF THE LEASE PROPERTY AS DETERMINED FROM A JOINT INSPECTION.

2. TERM: THE TERM OF THIS LEASE SHALL BEGIN ON _____ AND END ON _____, THE TOTAL TERM OF THIS LEASE WILL NOT EXCEED 30 YEARS.

THE GOVERNMENT SHALL HAVE THE RIGHT TO CANCEL THE LEASE, AND RE-ENTER AND TAKE POSSESSION OF THE PREMISES AND PROPERTY IN THE EVENT OF VIOLATIONS OF THE TERMS, COVENANTS, OR CONDITIONS OF THE CONTRACT OF LEASE NOT CURED WITHIN 10 DAYS FROM NOTICE OF VIOLATION BY THE GOVERNMENT, IF THE PROPERTY IS DECLARED EXCESS BY GENERAL SERVICES ADMINISTRATION, OR IN THE CASE OF WAR OR NATIONAL EMERGENCY. THE LESSEE SHALL HAVE THE RIGHT TO CANCEL THIS LEASE WITH 30 DAYS WRITTEN NOTICE TO THE LOCAL GOVERNMENT REPRESENTATIVE.

Encl. (4) to Chapter 6
of COMDTINST M11011.9B

3. RENT: LESSEE SHALL PAY THE GOVERNMENT AN ANNUAL RENTAL OF \$ _____, PAYABLE _____ IN ADVANCE AT THE RATE OF \$ _____ PER _____, IN CONFORMITY WITH THE PROVISIONS OF ARTICLE W OF PART II.

4. USE: THE SOLE PURPOSE OF WHICH LESSEE SHALL USE THE LEASED PROPERTY, IN THE ABSENCE OF PRIOR WRITTEN APPROVAL OF THE GOVERNMENT FOR ANY OTHER USE, IS THE FOLLOWING:

5. INSURANCE: THE INITIAL MINIMUM AMOUNTS AND TYPES OF INSURANCE WHICH LESSEE SHALL PROCURE AND MAINTAIN ON THE LEASED PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 8 OF "GENERAL TERMS" ARE THE FOLLOWING.

Fire and Extended Coverage	Other Risks (Specify)
	Type \$
	Type \$

LIABILITY

Bodily Injury		Property Damage
\$ _____	\$ _____	\$ _____
per person	per accident	per accident

6. SPECIAL PROVISIONS: INCORPORATED IN THIS LEASE, BY ATTACHMENT, THE FOLLOWING SPECIFIED ADDITIONAL PROVISIONS WHICH SHALL BE CONTROLLING IN THE EVENT OF ANY CONFLICT WITH THE GENERAL PROVISIONS OF THIS LEASE.

7. EXECUTION BY LESSEE

NAME OF LESSEE _____

BY _____ (Signature) _____ (Witnesses)
_____ (Title) _____ (Date)

8. FOR CORPORATE LESSEE, CERTIFICATION BY SECRETARY OR ASSISTANT SECRETARY OF THE CORPORATION.

I CERTIFY THAT THE PERSON WHO SIGNED THIS LEASE ON BEHALF OF LESSEE WAS THEN THE OFFICER INDICATED AND THIS AGREEMENT WAS DULY SIGNED FOR

Encl. (4) to Chapter 6
of COMDTINST M11011.9B

AND ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS GOVERNING BODY
AND IS WITHIN THE SCOPE OF ITS CORPORATE POWERS.

(CORPORATE
SEAL

(Signature)

(Title)

9. EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT:

THE UNITED STATES OF AMERICA

By _____
(Contracting Officer) (Date) (Witness)

10.. IDENTIFICATION DATA:

Name and Address of CG Station

Local Government Representative
Title and Address

Address of Lessee

CIVIL RIGHTS ACT OF 1964 - TITLE VI

1. Non-discrimination policy. Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall be subjected to discrimination under any program or activity receiving federal financial assistance. Pursuant to Title 33, Code of Federal Regulations, Part 24, all nonfederal licensees and leasees shall be made aware of their responsibilities and obligations under the Civil Rights Act and comply with the nondiscrimination provisions contained therein.
 - a. For the purposes of implementing the requirements of the Civil Rights Act, the following definitions are applicable:
 - (1) Full Monetary Considerations. The full fair market rental consideration established for the property by the high bidder, or by negotiation less the estimated cost to the recipient to assume the maintenance and protection obligations for the property. In cases where the license/lease is granted on a no cost or nominal cost basis, it shall be considered that the government is receiving less than full monetary consideration.
 - (2) Federal Financial Assistance. Includes the permission to use (on other than a casual or transient basis) Federal real property or any interest in such property without monetary consideration, or at a nominal monetary consideration, or at a monetary consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by authorizing such use.
 - b. Periodic Compliance Reviews. Maintenance and logistics commanders and commanding officers of Headquarters units shall from time to time review the practices of licensees and lessees to determine whether they are complying with the requirements of the nondiscrimination clause. This review shall include, whenever possible, on-site inspection of the utilized property.
 - c. Revocation for Noncompliance. If a compliance review, report, complaint, or any other information indicates a possible failure to comply with the nondiscrimination provision, the district commander or commanding officer of a Headquarters unit shall determine the circumstances surrounding the matter. If noncompliance is indicated the licensee or lessee shall be so informed and the matter resolved by informal means whenever possible. If not resolved within a reasonable period of time, the Commandant (G-E) shall be advised of the circumstances surrounding the case, together with a firm recommendation relative to revocation or nonrevocation of the use privileges.

2. Non-Discrimination Clause. The following clause shall be included as part of the terms and conditions of all licenses and leases which involve Federal financial assistance, as defined in 49 CFR 21.23(c), i.e., when the recipient obtains the license/lease for less than full monetary consideration. The Standard Department of Transportation Title VI Assurances, enclosure (5), must be executed by the recipient, attached to and made part of the license/lease, and forwarded to Commandant (G ECV).

"The licensee/lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, and as a term and condition of this license/lease, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the licensee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended."

"The licensee/lessee has executed the Standard Department of Transportation Title VI Assurances, an executed copy of which is attached hereto and made part hereof. The licensee/lessee accepts the provisions of the Assurances as part of the terms, conditions and covenants of this license/lease."

"In the event of breach of any of the terms, conditions or covenants of the Standard Department of Transportation Title VI Assurances, the United States shall have the right to terminate the license/lease and re-enter and repossess said land and the facilities thereon, and hold the same as if said license/lease had never been made or issued."

3. Should a license/lease applicant object to executing the Assurances, alleging that full monetary consideration is in fact being asked, the applicant may provide evidence that the monetary consideration asked represents the full fair market value of the interest in the property. District commanders and commanding officers of Headquarters units shall review the evidence and issue a determination in this matter. All decisions must be fully documented and made a part of the real property file.

Encl. (6) to Chapter 6
of COMDTINST M11011.9B

STANDARD DOT TITLE VI ASSURANCES

The _____ HEREBY
(Recipient)

AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42, U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Program of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the United States Coast Guard, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its _____.
(Name of Program)

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all _____
(Name of Program)

and, in adapted form in all proposals for negotiated agreements:

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act,

2. (cont'd) hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under _____ and (b) for the construction or use of or (Name of Program) access to space on, over or under real property acquired, or improved under _____ .
(Name of Program)
8. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

Encl. (6) to Chapter 6
of COMDTINST M11011.9B

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the _____ and is binding on it, other recipients,

(Name of Program)

subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the _____.

(Name of Program)

The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

DATED _____

(Recipient)

By _____
(Signature of Authorized Official)

Appendix A
Appendix B
Appendix C

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the United States Coast Guard to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient, or the United States Coast Guard, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the United States Coast Guard may determine to be appropriate, including, but not limited to:
- (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - (b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the United States Coast Guard may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the _____
(Name of Recipient)
will accept title to the lands and maintain the project constructed thereon, in accordance with _____,
(Name of Appropriate Legislative Authority)
the Regulations for the Administration of _____
(Name of Program)
and the policies and procedures prescribed by the United States Coast Guard of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the _____
(Name of Recipient)
all rights, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interest therein unto _____
(Name of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the _____, its
(Name of Recipient)
successors and assigns.

Encl. (6) to Chapter 6
of COMDTINST M11011.9B

The _____, in consideration of the conveyance of said
(Name of Recipient)
lands and interest in lands, does hereby covenant and agree as a
covenant running with the land for itself, its successors and assigns,
that (1) no person shall on the grounds of race, color, or national
origin, be excluded from participation in, be denied the benefits of,
or be otherwise subjected to discrimination with regard to any facil-
ity located wholly or in part on, over or under such lands hereby
conveyed (,) (and)* (2) that the

(Name of Recipient)
shall use the lands and interests in lands so conveyed, in compliance
with all requirements imposed by or pursuant to Title 49, Code of
Federal Regulations, Department of Transportation, Subtitle A, Office
of the Secretary, Part 21, Nondiscrimination in Federally assisted
programs of the Department of Transportation - Effectuation of Title
VI of the Civil Rights Act of 1964, and as said Regulations may be
amended, and (3) that in the event of breach of any of the
above-mentioned nondiscrimination con- ditions, the Department shall
have a right to re-enter said lands and facilities on said land, and
the above described land and facilities shall thereon revert to and
vest in and become the absolute property of the Department of
Transportation and its assigns as such interest existed prior to this
instruction.*

* Reverter clause and related language to be used only when it is
determined that such a clause is necessary in order to effectuate
the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the _____ pursuant to the provisions of Assurance 7(a).
(Name of Recipient)

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. (Include in licenses, leases, permits, etc.) *

That in the event of breach of any of the above nondiscrimination covenants, _____ shall have the right to terminate
(Name of Recipient)
the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (licenses, lease, permit, etc.) had never been made or issued.

(Include in deeds) *

That in the event of breach of any of the above nondiscrimination covenants, _____ shall have the right to re-enter
(Name of Recipient)
said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of _____ and its assigns.
(Name of Recipient)

Encl. (6) to Chapter 6
of COMDTINST M11011.9B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by _____
(Name of Recipient)
pursuant to the provisions of Assurance 6(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.) *

That in the event of breach of any of the above nondiscrimination covenants, _____ shall have the right to terminate
(Name of Recipient)
the (license, lease, permit, etc.) and to re-enter and repossess said land and facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds) *

That in the event of breach of any of the above nondiscrimination covenants, _____ shall have the right to re-enter
(Name of Recipient)
said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of _____ and its assigns.
(Name of Recipient)

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Encl. (7) to Chapter 6
of COMDTINST M11011.9B

PROGRAM MEMORANDUM OF AGREEMENT AMONG THE UNITED STATES COAST
GUARD, DEPARTMENT OF TRANSPORTATION, THE ADVISORY COUNCIL ON HISTORIC
PRESERVATION, AND THE NATIONAL CONFERENCE OF STATE HISTORIC
PRESERVATION OFFICERS

PROGRAMMATIC MEMORANDUM OF AGREEMENT
AMONG THE
UNITED STATES COAST GUARD, DEPARTMENT OF TRANSPORTATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE
NATIONAL CONFERENCE OF STATE HISTORIC PRESERVATION OFFICERS

WHEREAS, The Coast Guard is responsible for maintaining aids to navigation on navigable waters of the United States under the authority of 14 U.S.C. 2; and,

WHEREAS, many lighthouses no longer require lighthouse keepers for effective and efficient operation, but, instead, operate automatically, and may no longer receive the constant maintenance once provided by lighthouse keepers; and,

WHEREAS, many lighthouses managed by the Coast Guard were built more than fifty years ago and have played a significant role in the history of transportation and navigation in our Nation; and,

WHEREAS, the Coast Guard, in consultation with the Advisory Council on Historic Preservation (Council) and the National Conference of State Historic Preservation Officers has determined that the automation of lighthouses may result in physical deterioration of those lighthouses listed in or eligible for listing in the National Register of Historic Places (National Register); and,

WHEREAS, the Coast Guard recognizes that, in specific circumstances, outleasing of historic lighthouse properties creates the best opportunity to achieve operational, budgetary, and administrative objectives while encouraging private sector participation in the preservation of the Nation's historic environment; and,

WHEREAS, the Coast Guard has requested the comments of the Council on lighthouse outleasing in accordance with Sections 106 and 110 of the National Historic Preservation Act (16 U.S.C. 470f and 470h-2(f)) and the "Procedures for the Protection of Historic and Cultural Properties" (36 C.F.R. Part 800); and,

WHEREAS, the Coast Guard, the Council, and the National Conference of State Historic Preservation Officers agree that,

when in the best interest of the Government, automated historic lighthouse properties should be outleased to qualified applicants for adaptive re-use under specified conditions designed to promote the preservation, maintenance, and public enjoyment of historic lighthouse properties;

NOW, THEREFORE, the Coast Guard, the National Conference of State Historic Preservation Officers and the Council agree that Coast Guard controlled historic lighthouse properties, if outleased, shall be done so in accordance with the following stipulations in order to take into account any effects outleasing may have on the historic significance of the property.

Stipulations

I. Identification

A. In conjunction with the Commandant's long range plan, the historic inventory required by Section 470b-2 of the National Historic Preservation Act, lighthouse automation projects, and other property utilization reviews required by current regulations, Coast Guard District Commanders will identify lighthouse properties that may be eligible for outleasing under the terms of this Agreement.

To be considered eligible, a property must meet the following criteria:

1. The property must be listed, determined eligible, or appear potentially eligible for listing, on the National Register of Historic Places; and,

2. The aids to navigation must be active; and,

3. The aids to navigation must be automated; and,

4. The property must not be needed for any other Coast Guard missions that would prohibit outleasing; and,

5. The property must not be needed by any other Federal Agency to carry out mandated missions that would prohibit outleasing.

B. When a lighthouse property is considered potentially eligible for listing on the National Register, the Coast Guard may encourage assistance from interested citizens in collecting information about the historic significance of the lighthouse property.

II. Notification

A. Because the evaluation of potential outlease properties is a long term, continuous process, public notification will occur only when specific properties are determined ready and eligible for outleasing under the terms of this Agreement and there are no qualified applicants on record.

B. Such notification may include, at the discretion of the Coast Guard, any of the following: local newspapers, magazines, and special interest journals; the National Trust for Historic Preservation; appropriate offices of State and local governments including the State Historic Preservation Officer (SHPO), the State Arts Office, and the State Recreation Department; private sector organizations such as historic societies; and private individuals.

C. Public notification will include a solicitation for proposed uses, anticipated level of public involvement in the proposed preservation effort and subsequent use, and a statement of financial resources needed and available to undertake the proposed project.

III. Selection of Lessee

The Coast Guard will select lessees based upon the following criteria:

A. Applicants must have the financial and technical ability to rehabilitate the property in accordance with standards and guidelines established by the Secretary of the Interior for rehabilitation of historic buildings.

B. The proposed use must be consistent with the historic value of the lighthouse, and complement the architectural and nautical character of the lighthouse property.

C. Those proposed uses that have greatest opportunity for public involvement, participation, education, and enjoyment will be given preference. Proposed uses may be evaluated on a regional basis.

D. All applicants must be willing and able to rehabilitate the Lighthouse in a timely manner.

IV. Lease Provisions

The Coast Guard will require that the lease contain the following provisions:

A. The Coast Guard will identify those features critical to the Function of the aids to navigation and other property, outlining all restrictions or responsibilities of the lessee regarding such features. The lessee agrees to restore, rehabilitate, maintain and/or preserve, at their expense, to the standards established by Commandant (G-NSR), U. S. Coast Guard, those aids to navigation identified as the lessee's responsibility.

B. The SHPO will identify those features critical to the historic significance of the property, outlining all restrictions or responsibilities of the lessee regarding such features. The lessee agrees to restore, rehabilitate, maintain and/or preserve, at their expense, to the standards of the recommended treatments of "The Secretary of the Interior's Standards for Rehabilitation and of Historic Buildings" (Revised 1983) and the Department of the Interior Preservation Briefs for structural components considered historically significant those features identified as the lessee's responsibility.

C. The lessee agrees that all work of any nature that will affect the identified functional aspects of the lighthouse property to be leased will be done only after written approval by the Coast Guard. The lessee agrees that all work of any nature that will affect the identified historical aspects of the lighthouse property to be leased will be done only after written approval by the Coast Guard and the appropriate SHPO.

D. Coast Guard personnel will inspect the property to ensure non-interference with the aids to navigation. The SHPO will be permitted to inspect the property during rehabilitation to ensure that any restoration being done is in accordance with the plans approved above.

IV. Lease Provisions (cont.)

E. Once restored, the property will be inspected by the SHPO and a Coast Guard representative to verify that any rehabilitation was done as agreed upon. Standard aids to navigation maintenance inspections will be made at reasonable hours by Coast Guard personnel in conjunction with routine servicing of the aids to navigation. SHPOs may arrange inspections with the lessee to ensure compliance with the recommended treatments in the Secretary of the Interior's Guidelines for Rehabilitation of Historic Buildings and pertinent preservation briefs.

F. The term of the lease may not exceed thirty years.

G. The Coast Guard may include other clauses in individual Circumstances as it sees fit to ensure that the mission of the Coast Guard and the public interest are served.

VI. Inventory

The Coast Guard will compile an inventory of properties considered eligible for outleasing under the terms of this Agreement. This inventory will include at least the following information:

1. Unit name.
2. State.
3. City.

If outleased, the inventory will also include:

4. Lessee.
5. Use.
6. Lease term.
7. Lease expiration date.

VII. Reporting

The Coast Guard will report annually to the Council and the National Conference of State Historic Preservation Officers, providing an inventory (as described in Section VI. of this Agreement) of lighthouse properties outleased under the terms of this Agreement.

VIII. Amendments to the Memorandum

If a signatory to this Memorandum determines that its terms cannot be or are not being met, or believes a change is necessary, the signatory will request the consulting parties to consider an amendment to the Memorandum. Amendments will be executed in the same manner as the original Memorandum.

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Chapter 7 - Reports and Capitalization Requirements

A. Introduction 7-1
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Enclosures (following text):

- (1) Instructions for Preparing the Annual Report of Real Property Owned by or Leased to the U.S. (GSA Form 1166) (RCS-0315-GSA-QU) (formerly a Quarterly Report)
- (2) Instructions for Preparing the Summary of Number of Installations Owned by the U.S. (GSA Form 1209) (RCS-G-ECV-3215)
- (3) Instructions for Preparing the Comparative Summary of Real Property Leased to the U.S. (GSA Form 1209A) (RCS-G-ECV-3216)
- (4) Instructions for Preparing the Status Report for Federally Funded or Leased Buildings - Accommodation of Physically Handicapped (GSA Form 2974) (0031-GSA-SA)
- (5) Instructions for Preparation of the Annual Report on Relocation and Real Property Acquisition Activities (GSA Form 2997) (1227-GSA-AN)
- (6) Usage Code and Classification
- (7) Work Space Management Plan and Budget Justification (GSA Form 3530) (RCS-0323-GSA-XX)

CHAPTER 7. REAL PROPERTY REPORTS AND CAPITALIZATION REQUIREMENTS

- A. Introduction. The effective management of Coast Guard real property assets requires a timely and accurate system of reports and full documentation of all transactions. This chapter provides guidelines and procedures for the preparation and submission of all real property reports which require maintenance and logistics commands (MLCs) and Headquarters unit action. Guidance is also provided on the capitalization of real property to assure consistent recording and accounting for all Coast Guard transactions.
- B. Reports. The following reports will be prepared and submitted in accordance with these instructions.
1. Annual Report of Real Property Owned by or Leased to the U.S. (GSA Form 1166) (RCS-0315-GSA-QU).
 - a. This report covers all real property under Coast Guard control which is owned or leased by the U.S. Government. Record all changes affecting real property assets within 30 days by updating the Automated Real Property Management Information System (ARPMIS). ARPMIS has been designed for use on the Coast Guard standard terminal to record information required on GSA Form 1166. Diskettes must be submitted to Commandant (G-ECV) by 5 October or as required. Changes to real property assets include, but are not limited to, the following:
 - (1) Each newly acquired or previously omitted unit or facility, including transfer from other federal agencies.
 - (2) Disposal of all or any portion of a unit's land holdings.
 - (3) Each previously reported unit or facility having an increase or decrease of \$1,000 or more in capital improvements, or for a change in acreage, regardless of cost. A complete report must also be submitted for changes in the:
 - (a) Number of buildings.
 - (b) Floor area of a building.
 - (c) Usage category of land.
 - (d) Usage category of a building.
 - (e) Usage category of structures and facilities.
 - (4) Correction of data previously reported incorrectly.
 - (5) Change in the name of an installation or county of jurisdiction.

- 7-B-1. b. The 30 day recording requirement maintains a constant and effective flow of real property management information. This allows for continuous updating of the real property record and prevents the "bottleneck" effect which occurs if the changes go unrecorded until the end of each fiscal year (FY). Reports for changes completed after 5 September will be submitted after 5 October and will be included in the following year's report. Any changes for the current year's report not received by Commandant (G-ECV) by 5 October will not be included in the current year's report.
- c. Enclosure (1) to this chapter provides specific instructions for the preparation of this report.
2. Summary of Number of Installations Owned by the U.S. (GSA Form 1209) (RCS-G-ECV-3215).
- a. This report summarizes the information reported on all GSA 1166 forms covering the same FY and must be prepared and submitted to Commandant (G-ECV) to arrive on or before 5 October, annually. This report must be submitted whether or not any changes to real property assets have occurred during the FY.
- b. A separate report form must be submitted for properties located (1) within the 50 states of the U.S. and (2) outside the U.S.
- c. Enclosure (2) to this chapter provides specific instructions for the preparation of this report.
3. Comparative Summary of Real Property Leased to the U.S. (GSA Form 1209A) (RCS-G-ECV-3216).
- a. This report summarizes the information reported on GSA Form 1166 covering the same FY and must be prepared and submitted to Commandant (G-ECV) to arrive on or before 10 October, annually in conjunction with the individual lease reports submitted in accordance with paragraph 7-B-1 of this manual instruction.
- b. A separate report form must be submitted for properties located (1) within the 50 states of the U.S. and (2) outside the U.S.
- c. Enclosure (3) to this chapter provides specific instructions for the preparation of this report.
4. Status Report for Federally Funded or Leased Buildings - Accommodation of Physically Handicapped (GSA Form 2974) (0031-GSA-SA).

- 7-B-4. a. This report is intended to ensure that all buildings subject to the requirements of FPMR 101-19.6 are accessible to the physically handicapped. As most Coast Guard buildings are designed and constructed primarily for use by able-bodied military personnel, a minimum number of buildings are subject to the reporting requirement. Those buildings which are acquired for Coast Guard use which are accessible to the general public or may serve as a work location for physically handicapped personnel, must be addressed in this report. Coast Guard space in GSA leased buildings will be included in the report submitted by GSA. Do not include this space in the Coast Guard report.
- b. Prepare and submit the report to Commandant (G-ECV) to arrive on or before 5 September covering the period from 1 September to 31 August. Negative reports are required. Letter or rapidraft may be used for negative reports.
- c. Enclosure (4) to this chapter provides specific instructions for the preparation of this report.
5. Annual Report on Relocation and Real Property Acquisition Activities (GSA Form 2997) (1227-GSA-AN).
- a. This report covers all actions relating to relocation assistance payments and expenses as well as all completed real property acquisition settlements.
- b. This report must be prepared and submitted to Commandant (G-ECV) to arrive on or before 1 November, annually.
- c. Enclosure (5) to this chapter provides specific instructions for the preparation of this report.
6. Summary. See Figure 7-A for a schedule of Coast Guard real property reporting requirements with submission dates. GSA Form 1166 reports must be submitted on diskettes provided by Commandant (G-ECV) for the Automated Real Property Management Information System (ARPMIS).

C. Capitalization Requirements.

1. Real property accounting procedures and controls will ensure that accounting personnel receive all documents related to real property transactions (acquisitions, disposals, alterations or other changes in status) and that all documents are certified by an authorized official. Documentation in support of real property transactions will be maintained in a manner that they can be easily associated with the recorded transactions they support.

REPORTS

<u>TITLE</u>	<u>REPORTS CONTROL SYMBOL</u>	<u>FORM</u>	<u>DUE DATE</u>
Annual Report of Property Owned by or Leased to the U. S.	0315-GSA- QU	GSA 1166	As requested, not more than 30 days following any acquisition of, disposal of or change to real property; as on diskettes. of 5 September. Submit
Summary of Number of Installations Owned by the U. S.	G-ECV 3215	GSA 1209	5 October, annually as of 30 September.
Comparative Summary of Real Property Leased to the U. S.	G-ECV 3216	GSA 1209A	10 October, annually as of 30 September.
Status Report for Federally Funded or Leased Buildings - Accommodation of Physically Handicapped.	0031-GSA- SA	SA 2974	5 September, annually as of 31 August, USCG Institute exempted - Negative reports are required.
Annual Report on Relocation and Real Property Acquisition Activities.	1227-GSA- AN	GSA 2997	1 November, annually as of 30 September.
Site Evaluation Report for Compliance with DOT ORDER 1100.34A.	G-ECV 3231	Letter	Situation.
Acquisition Disposal Report for Compliance with DOT ORDER 4300.2.	G-ECV 3232	Letter	Situation.

Figure 7-A

REPORTS

<u>TITLE</u>	<u>REPORTS CONTROL SYMBOL</u>	<u>FORM</u>	<u>DUE DATE</u>
Acquisition or Relocation of Facilities in Non- Rural areas, Approval of.	G-ECV 3233	Letter	Situation.
Annual Budget Estimate for National Captial Planning Commission (NCPC) Review.	N/A A+B+C	NCPC	12 August, annually, completed by COMDT (G-ECV).
Work Space Manage- ment Plan and Budget Justification.	0323- GSA-XX	GSA 3530	1 June, annually.

Figure 7-A

7-C-2. The following definitions apply for the purposes of capitalization:

- a. Real Property. Includes land, buildings, other structures and facilities with a cost or other basis of \$1000 which are owned by the government or are being acquired under a lease purchase agreement. Government owned facilities located on nongovernment owned land also come under this definition.
- b. Land. Includes government owned land with a cost or other basis of \$1000 or more including the cost of improvements. If there is no land owned by the government, all capitalization must be made against the improvements. Examples of improvements to land are grading, landscaping and drainage.
- c. Building. Includes government owned buildings or buildings being acquired under a lease purchase agreement with a cost or other basis of \$1000 or more, to include permanently attached fixtures, such as, elevators, safes, vaults, permanent partitions, plumbing, heating or air conditioning systems and subsequent improvements meeting the criteria for capitalization.
- d. Other Structure or Facility. Includes government owned navigational aids and other structures and facilities with a cost or other basis of \$1000 or more not otherwise classified as buildings or land. Subsequent improvements which meet the criteria for capitalization are to be considered when establishing the cost basis. Some examples of other structures and facilities are piers, docks, sidewalks, driveways, streets and sewage systems.
- e. Improvements. Include major modifications, additions or expansions of all types of existing government owned real property. The cost of the improvement should be \$1000 or more and meet the following criteria:
 - (1) Constitute an enlargement of an existing property.
 - (2) Materially increase the usefulness, productivity or the original service life of the property.
 - (3) Constitute the physical conversion of a property to a different use.
- f. Rebuilding. Replacement of an element of the shore plant with an element of equal quality, provided that neither size nor capacity is increased.

7-C-3. The primary basis of accounting for property is the cost to the activity responsible for its management/operation. The amounts to be capitalized in the General ledger Account (GLA) include (1) the amount paid plus trade-in allowances, (2) transportation, (3) installation, (4) design/engineering (including in-house personnel cost) and (5) other costs to obtain a property in the form and at the place to be used/managed, less any discounts taken. Where incurred costs are not measurable, not known or not significant, reasonable estimates of value shall be used and supported by adequate documentation. The following describes some of the methods of acquisition and the desired method of valuation:

<u>*ACQUISITION METHOD</u>	<u>VALUATION METHOD</u>
Purchase.	Cost.
Construction.	Cost, including any direct in-house personnel cost related to construction.
Donation from other government agency (OGA).	Cost or estimated fair market value if cost unknown.
Transfer from other OGA (non-reimbursable with mortgage assumed).	Estimated fair market value, but not less than the mortgage assumed.
Transfer from OGA (reimbursable)	Value agreed upon by both both agencies
Improvements	Cost, including direct in-house personnel cost.

*Note: In the case of acquisition by direct purchase, expenditure documents are recorded as a charge to the target and expenditure ledgers, account 4700 (by appropriation and operating guide or project). In the case of acquisition by work order, code the work orders to show GLA 4700, Real Property Acquisition in Process. MLC commander (ms), or the civil engineering officer of Headquarters units, will provide MLC commander (mfac) or the Headquarters unit Comptroller with the approximate in-house costs of salaries and allowances for military and civilian personnel involved but not directly charged to a particular project. MLC commander (mfac) or Headquarters unit Comptroller will code the following entry to capitalize the in-house design, engineering and project monitoring costs: DR 4700 CR 81xx

4. Accounting for changes in fixed assets will be as follows:

- 7-C-4. a. Fixed assets may be changed by improvements or rebuilding. The basic principle to be observed in accounting for such changes is to capitalize the costs incurred in making such changes, where they significantly extend the useful life of property or increase its capacity to render service, and to remove from the property accounts the cost of features superseded or destroyed in the process.
- b. Repair and maintenance costs incurred to keep property in satisfactory operating condition shall be accounted for as current operating costs.

Encl. (1) to Chapter 7
of COMDTINST M11011.9B

INSTRUCTIONS FOR PREPARATION OF THE ANNUAL REPORT OF REAL PROPERTY
OWNED BY OR LEASED TO THE UNITED STATES (GSA FORM 1166)
(RCS-0315-GSA-QU) (FORMERLY A QUARTERLY REPORT)

1. General. Information listed in this enclosure provides detailed procedures necessary to accurately report all Coast Guard real property holdings. Use this information to report real property transactions via the Coast Guard Automated Real Property Management Information System (ARPMIS) distributed on diskettes for use on the Coast Guard standard terminal. Modification of these procedures is not authorized unless approved by Commandant (G-ECV).

2. Discussion.
 - a. Each General Services Administration (GSA) Form 1166 must be serially numbered, block 2, right-hand corner of the form to reflect the submission sequence. This number must consist of seven digits (e.g. xx-xxx-xx). The first two digits represent the maintenance logistics command (MLC) or Headquarters unit Administrative Target Unit (ATU) number, the following three and two digit numbers represent the sequential order of submission and the fiscal year, respectively. In the event actual numbering would contain less than seven digits, the numbers are to be preceded by zeros to maintain the seven digit format. Examples: 32-011-88 indicates that MLC commander Atlantic is submitting their eleventh form for FY-88; 80-102-88 indicates that the Coast Guard Yard is submitting their one hundred and second form for FY-88.

 - b. MLCs and Headquarters units must notify Commandant (G-ECV) as to the last serial number of GSA Form 1166 submitted for that fiscal year by 5 October. The last serial number used may be reported in the remarks section of the Summary of Number of Installations Owned by the United States (GSA Form 1209).

3. General Preparation Procedures. The following serves to supplement the instructions found in the Federal Property Management Regulations (FPMR) 101-3.4901-1166(I) with regard to information unique to Coast Guard procedures and place extra emphasis on important areas.
 - a. Coast Guard units or facilities are classed as either major or minor holdings as follows:
 - (1) Major Holdings.
 - (a) Major holdings are defined as:
 - 1 All land or land with improvements which are owned by the Federal Government and controlled by the Coast Guard.

3. a. (1) (a) 2 Improvement valued at \$10,000 or more which are owned by the Federal Government and controlled by the Coast Guard but are located on other agency or private land.
- (b) Not included in this category are land, land with improvements or improvements under permit, lease, license or use agreement. Where a major holding is comprised of several parcels of land that are immediately contiguous, it must be considered as one unit, carrying the same GSA control number and reported on the same form. Where the parcels of land are separate and apart, they are to be reported separately even though their assigned missions may be the same. They are considered one unit for administrative purposes and carry the same operating facility (OPFAC) number. Units or facilities where the improvements are Coast Guard-owned but located on land used under a permit, license or lease, must be considered as a major holdings for GSA Form 1166 reporting purposes. All other units or facilities shown below are classed as minor holdings.
- (2) Minor Holdings. Minor holdings are owned improvements under \$10,000 in value, land not owned by the Federal Government and controlled by the Coast Guard. Report each type of minor holding described below on a separate GSA Form 1166.
- (a) Intracoastal waterway lights, minor lights on jetties and other marine sites, where the government does not own the land but the Coast Guard controls the navigational aid. One GSA Form 1166 is to be prepared listing all minor holdings located in a particular state, territory, foreign country or part within the area of MLC or Headquarters unit jurisdiction. In block 24 of each form show the total cost, totalled from block 26, of all minor holdings as listed in block 26 on the form. In block 26 enter a complete list of all minor holdings reported. The cost of each individual holding should be shown next to it. If required, attach a supplemental list identifying each minor holding and its cost. Navigational aids located on government owned land are not to be included in this group but are to be reported as a major holding.

Encl. (1) to Chapter 7
of COMDTINST M11011.9B

3. a. (2) (b) Daybeacons. The guidelines and procedures for intracoastal waterway lights, etc. also apply to daybeacons.
 - (c) Power Lines. The guidelines and procedures for intracoastal waterway lights, etc. apply to power lines. Additionally, in block 26, Remarks, show separately the miles of land lines and the miles of submarine lines, which block 24 reflecting the total cost of all lines.
 - (d) Telephone Lines. The guidelines and procedures for intracoastal waterway lights, etc. also apply to telephone lines. No division as to land or submarine lines is required.
- b. GSA Form 1166 is divided into five parts as follows:
 - (1) Section I - Installation.
 - (2) Section II - Land.
 - (3) Section III - Buildings.
 - (4) Section IV - Other Structures and Facilities.
 - (5) Section V - Leased Property Only.
- c. The reporting entity must be a unit of facility. The reporting entity may consist of land, buildings, other structures and facilities or any combination. Units or facilities may vary in size and may be a national forest, national park, hydroelectric project; or, on the other hand, may be a single office, warehouse building or an unimproved site. The reporting agency must determine the real property included in a unit or facility. Report government owned and leased property separately.
- d. Submit a complete report covering the entire unit or facility for:
 - (1) Each newly acquired or previously omitted unit or facility.
 - (2) Each transfer of a unit or facility from another federal agency which is not merged with an existing unit or facility.
 - (3) Each newly leased unit or facility.

3. e. For any other significant changes, submit a partial report, covering key unit or facility data and those line items needing adjustment or correction. Significant changes requiring partial reports include:
 - (1) Previously reported units or facilities having an increase or decrease of \$1,000.00 or more, affecting any line item or total cost for the unit or facility.
 - (2) Changes in acreage, regardless of cost.
 - (3) Changes in the number or floor area of buildings.
 - (4) Changes in the predominant usage category of land, buildings or other structures and facilities.
 - f. The partial report must be a complete restatement of each affected line, giving effect to all realty changes involving the line item, such as acquisitions, dispositions, new construction and correction of errors or omissions in the previous report. Any report submitted should update any other information which may not trigger a partial report, e.g., Agency Survey Year (block 23.B).
 - g. A report, requiring no entries except for key unit or facility data on GSA Form 1166, must be submitted for:
 - (1) Disposal of a complete unit or facility.
 - (2) Transfer of a complete unit or facility to another federal agency.
- Note: Do not submit a report for a previously reported unit or facility if no change has occurred.
- h. Report all changes affecting real property assets by submitting the ARPMIS diskettes to Commandant (G-ECV) by 5 October or as required. Commandant (G-ECV) must submit the reports to GSA, Office of Finance, not later than 45 days after the report date.
4. Specific Preparation Instructions.
 - a. Agency Control Data.
 - (1) Block 1. Leave Blank.

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4. a. (2) Block 2. Enter the control number based on the following format: Ownership Code, ATU, Sequential Number, FY. An example of the 100th owned property for Coast Guard Headquarters on the FY 88 report would be G-98-0100-88. The first leased property would be reported as L-98-0001-88.
- (3) Block 3. Enter the effective date of the report in MM/DD/YY format. The effective date of the first report is 09/30/87.
- (4) Block 4. Enter DOT.
- (5) Block 5. Enter USCG.
- b. Section I - Installation. The data reported in this section of the form pertains to the entire unit or facility and contains the KEY (blocks 6, 8, 9 and 10) for all other records on the form. A unit or facility record is mandatory before any land, building, utilization, other structures and facilities or leased data records can be submitted. Once a record is established, transactions affecting all other records within the unit or facility may be processed by filling in blocks 6, 8, 9 and 10 and the affected line items.
 - (1) Block 6. Property Type. If government owned property is being reported, enter a "G". If leased property is being reported, enter an "L".
 - (2) Blocks 7, 24, 34, 43 and 50. Transaction Code. Enter the code which indicates the type of transaction as follows:
 - A - Add a new record.
 - C - Change an existing record.
 - D - Delete an existing record.
 - (a) An "A" in this position will add a new record type. If the record type (preprinted) is 20, 30, 40 or 50, there must be a record type 10 (Installation Data) in existence with an identical key, i.e., a match in blocks 6, 8, 9 and 10.
 - (b) A "C" in this position will change an existing record. There must be a record in existence which matches in blocks 6, 8, 9 and 10. This action will overlay the record currently in existence.

4. b. (2) (c) A "D" in this position will delete an existing record. There must be a record in existence which matches blocks 6, 8, 9 and 10.
 - (d) Before action can be taken for a lease record, a unit or facility record must exist. Before action can be taken for a land, building or other structure and facility record, a unit or facility record and leased record if applicable, must exist or accompany the affected record. Complete blocks 6, 8, 9 and 10 of the installation section and the affected line item(s).
- (3) Block 8. Agency Bureau Code. Enter 6903.
- (4) Block 9. Geographic Location Code (GLC). Enter the nine digit code to identify the geographic location of the property. GLC codes are obtained from the publication "Worldwide Geographic Location Codes" published by GSA, and the information in paragraphs (a) and (c) below must have a match in the GLC.
 - (a) The first two positions designate the state (numeric), country (foreign only, alpha) or area (outlying area of U.S. only, alpha). This is KEY data.
 - (b) The next four positions designate the city or town in which the unit or facility is located and are always numeric. When a unit or facility is not located within a designated city or town identified as such by GSA in the publication mentioned above then it must be reported as "9999". This is KEY data.
 - (c) The last three positions of the GLC designate the county (within the U.S. only), country (foreign only) or area (outlying U.S. only) and are always numeric (cannot be "999"). For properties outside of a designated county, enter the county code which applies to the location of the controlling Coast Guard MLC or Headquarters unit office. This is KEY data.
- (5) Block 10. Installation Number. Enter the GSA Code number in the first five characters. Leave the last two characters blank.
- (6) Block 11. Record Type. Preprinted.
- (7) Block 12. Installation Name. Enter the name assigned to the unit or facility. Name shall not exceed 30 typed spaces. Use facility type categories provided in Figure 1-A.

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of COMDTINST M11011.9B

FACILITY TYPE CATEGORIES

<u>FACILITY TYPE</u>	<u>ABBREVIATION FOR REPORTING</u>
AIR STATION	AIRSTA
BASE	BASE
DEPOT	NAVSPRT
ANT	
ANFAC	
EMS	ELECSVRT
GROUP	GRP
HOUSING	HSNG
LIGHT STATION (MANNED)	LTSTA
LIGHT (UNMANNED)	LT
MARINE INSPECTION OFFICE	MIO
MARINE SAFETY OFFICE	MSO
MINOR AIDS	NAVAIDS
DAYBEACONS	
FOG SIGNAL STATION	
MOORINGS	PIER
BOATHOUSE	
WHARF	
OMEGA	ELECNV
LORAN STATION	
RADIO STATION	COMMS
COMMUNICATIONS STATION	
TRANSMITTER SITE	
ANTENNA SITE	
RESEARCH CENTER	R&D
STATION	STA
SUPPORT CENTER	SUPRTCEN
TRAINING CENTER	TRACEN
TELEPHONE/POWER LINES	UTIL

FOR ANY OTHER FACILITY TYPES, ENTER "OTHER" AND DESCRIBE IN THE COMMENTS SECTION.

Figure 1-A

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of COMDTINST M11011.9B

4. b. (8) Block 13. Installation Address. Enter the street address or other description of the property, e.g., Moose Island. Must have entry.
- (9) Block 14. City or Town. Enter the name of the city or town where the unit or facility is located. Leave blank if the unit or facility is outside of a designated city or town.
- (10) Block 15. County or Country. Enter the name of the county or parish in U.S., U.S. possession, or foreign country outside U.S. in which the real property is located.
- (11) Block 16. State or Continent. Enter the name of the state in U.S., territory or country outside U.S. in which the real property is located.
- (12) Block 17. Zip Code and Suffix. Enter the primary zip code of the unit or facility. Enter the additional four digit zip code suffix if known. Otherwise, leave the last four digits blank.
- (13) Block 18. Congressional District. Enter the two digit numeric designation of the congressional district in which the unit or facility or portion being reported is located. If the property is in more than one district, report each district up to a maximum of ten districts. Must be numeric or blank
- (14) Block 19. Estimated Current Value. Leave blank until you receive further direction.
- (15) Block 20. Highest and Best Use. Leave blank until you receive further direction.
- (16) Block 21. Excess Indicator. Enter an "E" in this field if an entire government owned unit or facility has been declared excess or has been identified as excess to Coast Guard needs.
- (17) Block 22. Historical Indicator. If the unit or facility or any portion thereof is listed on the National Register of Historic Places or has been accepted as eligible for inclusion on the Register, enter "H" in the field.
- (18) Block 23. Last Survey Year. Enter last survey year (YYYY). By GSA or by the holding agency, pursuant to the provisions of Executive Order 12348.

4. c. Section II. Land. Report all land areas or sites owned or leased to the government as of the report date comprising more than .05 acres, rounded to the nearest tenth of an acre. Do not submit land records for properties comprising less than .05 acres. "N" acres on past reports. In the case of a unit or facility composed of both government owned and leased lands, separate reports shall be prepared for each.

(1) Block 24. Transaction Code. See block 7.

(2) Block 25. Record Type. Preprinted.

(3) Block 26. Usage Code. A two digit numeric code to indicate the predominant usage of the property reported. These codes are listed in FPMR 101-3. Usage codes for land should reflect the predominant use of the entire unit or facility. Predominant is defined as more than 50%.

(4) Block 27. Acquisition Code. For government owned land, enter the appropriate code which indicates the method of land acquisition. Leave blank if property is leased.

<u>Code</u>	<u>Method Acquired</u>
1	Public Domain, U.S. only.
2	Purchases, exchanges, donations, etc.

(5) Block 28. Date(s) Acquired. The year or span of years during which the property being reported was acquired. Leave blank if leased property.

(a) From. The earliest or only year of acquisition. Must be four digits. Example: 1987.

(b) To. The latest year in a span of years of acquisition or the year of the most recent capital improvement involving \$1000 or more.

(6) Block 29. Urban Acres*. Enter the area of land reported to the nearest tenth of an acre for property located within the boundaries of a densely populated area of 2,500 inhabitants or more. Do not report less than .05 acres.

4. c. (7) Block 30. Rural Acres*. Enter the area of land reported to the nearest tenth of an acre for property not classified as urban. Do not report less than .05 acres.
- *Note: Either urban or rural acres must be 0.1 acres or more if a land record is submitted.
- (8) Block(s) 31, 40 and 46. Acquisition Cost. Enter the cost of land, buildings and other structures and facilities being reported, as appropriate, including capitalized improvements, additions, major repairs and alterations, rounded to the nearest thousand dollars. Enter the estimated cost if the actual cost is unknown. Leave this field blank if the acquisition cost, whether known or estimated, is less than \$500. Leave this field blank if reporting leased property.
- (9) Block(s) 32, 41 and 47. Estimated Cost Indicator. Enter "E" if the cost reported in the preceding block (block 31 for Land) is estimated. Leave field blank otherwise. Leave blank if reporting leased property.
- (10) Block(s) 33, 42 and 47. Negligible Cost Indicator. Enter "N" if the acquisition cost is less than \$500. If "N" is entered, the two preceding blocks should be blank.
- d. Section III. Buildings. Report all federally owned buildings completed for service as of the report date and all leased buildings with leases in effect as of the report date. In the case of a unit or facility comprised of both government owned and leased buildings, a separate report on GSA Form 1166 must be prepared for each ownership category.
- (1) Block 34. Transaction Code. See block 7.
- (2) Block 35. Record Type. Preprinted "30" for buildings.
- (3) Block 36. Usage Code and Classification. Codes are preprinted. The present predominant use of a building must govern its classification. See enclosure (6).
- (4) Block 37. Date(s) Acquired. See block 28.
- (5) Block 38. Number of Buildings. Enter the number of buildings for each applicable usage code.

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of COMDTINST M11011.9B

4. d. (6) Block 39. Gross Square Footage. Total gross floor area in square feet. Applies to the outer dimensions of the buildings reported.
- (7) Block 40. Acquisition Cost. See block 31.
- (8) Block 41. Estimated Cost Indicator. See block 32.
- (9) Block 42. Negligible Cost Indicator. See block 33.
- e. Section IV. Other Structures and Facilities. Include only structures and facilities completed and available for service as of the report date. In the case of a unit or facility comprised of both government owned and leased structures and facilities, a separate report on GSA Form 1166 must be prepared for each ownership category.
 - (1) Block 43. Transaction Code. See block 7.
 - (2) Block 44. Record Type. Preprinted "40" for Other Structures and Facilities.
 - (3) Block 45. Usage Code and Classification. Codes are preprinted. See enclosure (6).
 - (4) Block 46. Acquisition Cost. See block 31.
 - (5) Block 47. Estimated Cost Indicator. See block 23.
 - (6) Block 48. Negligible Cost Indicator. See block 33.
 - (7) Block 49. Total Cost of Owned Land, Buildings and Other Structures and Facilities. The total cost of all owned real property as reported in blocks 31, 40 and 46.
- f. Section V. Lease Data.
 - (1) Block 50. Transaction Code. See block 7.
 - (2) Block 50. Record Type. Preprinted.
 - (3) Block 52. Number of Leases Reported. Enter number of leases included in this report.
 - (4) Block 53. Effective Date. If the lease is in force from the beginning of the fiscal year, enter 1001YY (100188 for FY 88). If not, enter the effective date of the lease.

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4. f. (5) Block 54. Expiration Date. If the lease is in force at the end of the fiscal year, enter 0930YY (093088 for FY88). If the lease expires during the course of the year, enter the actual expiration date.
 - (6) Block 55. Renewal Option Years Remaining. Enter the number of renewal option years remaining.
 - (7) Block 56. Annual Rental Rate. Enter the annual rent.
 - (8) Block 57. Other Structures and Facilities Indicator. Enter "F" or "S" to indicate the lease of a facility or structure.
 - (9) Block 58. Remarks. Enter the following information, if applicable:
 - (a) The number of personnel (work stations) assigned to office space.
 - (b) The Board of Survey number and date of any outstanding action. Cite the following status codes:
 - 1 E - Entirely excess.
 - 2 I - Improvement only.
 - 3 L - Land only.
 - 4 P - Partial disposal (land and improvements).
 - (c) The actual effective and expiration dates of any multiple year leases and the corresponding lease number.
 - (10) Block 59. Prepared By. Type in the name and title of the official responsible for the preparation of the report.
 - (11) Block 60. Signature. Signature of preparer.
 - (12) Block 61. Date. Enter date on which the report was prepared.
5. See Figures 1-B through 1-F for examples of various transactions involving the addition, change and deleting of real property records.

Encl. (1) to Chapter 7
of COMDTINST M11011.9B

QUARTERLY REPORT OF REAL PROPERTY OWNED BY OR LEASED TO THE UNITED STATES										INSTRUCTIONS - For LEASED property, complete only the shaded items. For OWNED property, complete all items, including shaded, except for Section V.				REPORT'S CONTROL SYMBOL	PAGE OF																																																																
SECTION I - INSTALLATION										0315-GSA-OU		1 4 PAGE:																																																																			
6 PROPERTY TYPE (1)	7 TRANS CODE (2)	8 AGENCY BUREAU CODE (3-9)		9 GEOGRAPHIC LOCATION CODE			10 INSTALLATION NUMBER (16-22) (SUF)			2 AGENCY CONTROL NO. G-33-001-88	3 REPORT AS OF 30 SEP 1988																																																																				
C	A	6	9	0	3	0	6	9	9	9	0	5	3	0	8	7	8	8	DOT	USCC																																																											
11 REC TYPE (23-24)										12 INSTALLATION NAME (28-57)										13 INSTALLATION STREET ADDRESS (58-87)																																																											
14 CITY OR TOWN										15 COUNTY OR COUNTRY										16 STATE OR CONTINENT																																																											
17 ZIP CODE (88-96) (SU.F.)										18 CONGRESSIONAL DISTRICT(S) (97-116)										19 ESTIMATED CURRENT VALUE (in thousands) (117-133)										20 DEPRECIATION AND SURPLUS (134)										21 EXCESS INDICATOR (125)										22 HISTORICAL INDICATOR (126)										23 LAST SURVEY YEAR A. BY GSA (127-130) B. BY AGCY (131-134)																			
94000										5155																																																		H										1981 1983									
SECTION II - LAND										SECTION III - BUILDINGS																																																																					
24 TRANS CODE (2)	25 REC TYPE (23-24)	26 USAGE CODE (25-29)	27 ACQUISITION CODE (27)	28 DATE(S) ACQUIRED		29 URBAN ACRES (in tenths) (36-43)		30 RURAL ACRES (in tenths) (44-53)		31 ESTIMATED COST (in thousands) (54-60)		32 ESTIMATED COST INDICATOR (61)		33 NEGLIGIBLE COST INDICATOR (62)																																																																	
A	2	0	1	8	1	8	6	6																																																																							
A	2	0	1	8	1	3	8	9	1	9	3	3																																																																			
TOTALS										TOTALS																																																																					
										9										12010										23																																																	

GENERAL SERVICES ADMINISTRATION

GSA FORM 1166 (REV. 1-84)

GSA FORM 1166 - NEW INSTALLATION

Encl. (1) to Chapter 7
of COMDTINST M11011.9B

QUARTERLY REPORT OF REAL PROPERTY OWNED BY OR LEASED TO THE UNITED STATES (Continued)				Repeat from items 8 and 10 on front	AGENCY BUREAU CODE 6 9 0 3	INSTALLATION NUMBER 0 8 7 8 8	
SECTION IV - OTHER STRUCTURES AND FACILITIES							
43 TRANS CODE (2)	44 REC TYPE (23-24)	A CODE (25-26)	B CLASSIFICATION	45. ACQUISITION COST (If th legend) (54-60)	47 ESTIMATED COST INDICATOR (61)	48 NEGLIGIBLE COST INDICATOR (62)	
4	0	1 2	AIRFIELD PAVEMENTS				
4	0	1 3	HARBOR AND PORT FACILITIES				
4	0	1 5	POWER DEVELOPMENT AND DISTRIBUTION				
4	0	1 6	RECLAMATION AND IRRIGATION				
4	0	1 8	FLOOD CONTROL AND NAVIGATION				
4	0	4 0	STORAGE (Other than bldgs)				
4	0	5 0	INDUSTRIAL (Other than bldgs)				
4	0	6 0	SERVICE (Other than bldgs)				
4	0	7 0	RESEARCH AND DEV. (Other than bldgs)				
A	4	0 7 1	UTILITY SYSTEMS		E		
A	4	0 7 2	COMMUNICATIONS SYSTEMS		E		
	4	0 7 3	NAVIGATION AND TRAFFIC AIDS				
A	4	0 7 6	ROADS AND BRIDGES		E		
	4	0 7 7	RAILROADS				
	4	0 7 8	MONUMENTS AND MEMORIALS				
	4	0 7 9	MISCELLANEOUS MILITARY FACILITIES				
A	4	0 8 0	ALL OTHER (Specify in remarks)		E		
TOTAL				36			
49 TOTAL COST FOR LAND BUILDINGS AND OTHER STRUCTURES AND FACILITIES					61		
SECTION V - COMPLETE FOR LEASED PROPERTY ONLY							
50. TRANS CODE (2)	51 REC TYPE (23-24)	52 NUMBER OF LEASES REPORTED (28-31)	53 EFFECTIVE DATE (32-37)	54 EXPIRATION DATE (38-43)	55 RENEWAL OPTION YEARS (44-49)	56 ANNUAL RENTAL RATE (46-53)	57 OTHER STRUCTURES AND FACILITIES INDICATOR (54)
	6 0						
58 REMARKS							
59 PREPARED BY (Print or type name and title) JAMES E SCOTT, LTJG				60 SIGNATURE		61 DATE 7 DEC 87	

GSA FORM 1166 - NEW INSTALLATION

SAMPLE

GSA FORM 1166 - NEW INSTALLATION

Encl. (1) to Chapter 7
of COMDTINST M11011.9B

QUARTERLY REPORT OF REAL PROPERTY OWNED BY OR LEASED TO THE UNITED STATES										INSTRUCTIONS - F LEASED property complete only the shaded items. For GAINED property complete. If items shaded cost Section V		REPORTS CONTROL SYMBOL	PAGE OF																
SECTION I - INSTALLATION										0316-GSA-OU		2 4 PAGES																	
8. PROPERTY TYPE (1)	7 TRANS CODE (5)	8 AGENCY BUREAU CODE (8-4)		9 GEOGRAPHIC LOCATION CODE			10 INSTALLATION NUMBER (16-22) (SUP)			2 AGENCY CONTROL NO (C-33-002-88)	3 REPORT AS OF 30 SEP 1988																		
C	C	6	9	0	3	8	6	9	9	9	9	0	5	3	0	8	7	8	8	4 AGENCY NAME DOT	5 BUREAU NAME USCG								
11 REC TYPE (23-24)										12 INSTALLATION NAME (25-51)					13 INSTALLATION STREET ADDRESS (52-87)														
10																													
14 CITY OR TOWN					15 COUNTY OR COUNTY					16 STATE OR CONTINENT																			
17 ZIP CODE (88-94) (SUP)			18 CONGRESSIONAL DISTRICT(S) (97-135)					19 ESTIMATED CURRENT VALUE (117-123)			20 BEST USE (124)		21 EXCESS INDICATOR (125)		22 HISTORICAL INDICATOR (126)		23 LAST SURVEY YEAR A BY GSA (127-130) B BY AGCY (131-134)												
SECTION II - LAND										24 TRANS CODE (6)		25 REC TYPE (23-24)		26 USAGE CODE (25-26)		27 ACQUISITION CODE (27)		28 DATE(S) ACQUIRED A FROM (28-31) B TO (32-35)		29 URBAN ACRES (36-43)		30 RURAL ACRES (44-51)		31 ACQUISITION COST (54-60)		32 ESTIMATED COST INDICATOR (61)		33 NEGLIGIBLE COST INDICATOR (62)	
C		2		0																									
D		2		0																									
TOTALS																													
SECTION III - BUILDINGS										34 TRANS CODE (2)		35 REC TYPE (23-24)		36 USAGE CODE (25-26)		37 DATE(S) ACQUIRED A FROM (28-31) B TO (32-35)		38 NUMBER OF BUILDINGS (36-40)		39 GROSS SQUARE FOOTAGE (41-48)		40 ACQUISITION COST (54-60)		41 ESTIMATED COST INDICATOR (61)		42 NEGLIGIBLE COST INDICATOR (62)			
		3		0		1		0		OFFICE																			
		3		0		1		4		POST OFFICE																			
		3		0		2		1		HOSPITAL																			
		3		0		2		2		PRISON																			
		3		0		2		3		SCHOOL																			
		3		0		2		9		OTHER INSTITUTIONAL USES																			
		3		0		3		0		HOUSING																			
		3		0		4		0		STORAGE																			
		3		0		5		0		INDUSTRIAL																			
		3		0		6		0		SERVICE																			
		3		0		7		0		RESEARCH & DEVELOPMENT																			
		3		0		8		0		ALL OTHER (See remarks)																			
		3		0		9		9		TRUST BUILDINGS																			
TOTALS																													

GENERAL SERVICES ADMINISTRATION

GSA FORM 1166 (REV 1-64)

GSA FORM 1166 - CHANGE RECORD (REDUCE LAND)

Encl. (1) to Chapter 7
of COMDTINST M11011.9B

QUARTERLY REPORT OF REAL PROPERTY OWNED BY OR LEASED TO THE UNITED STATES (Continued)				Repeat from items 8 and 10 on front	AGENCY BUREAU CODE	INSTALLATION NUMBER							
					6	9	0	3	0	8	7	8	8
SECTION IV - OTHER STRUCTURES AND FACILITIES													
43 TRANS CODE (2)	44 REC TYPE (21-24)		45 USAGE		46 ACQUISITION COST (1 (thousands) (54-60)				47 ESTIMATED COST INDICATOR (61)	48 NEGLIGIBLE COST INDICATOR (62)			
	A CODE (25-28)	B CLASSIFICATION											
4	0	1	2	AIRFIELD PAVEMENTS									
4	0	1	3	HARBOR AND PORT FACILITIES									
4	0	1	5	POWER DEVELOPMENT AND DISTRIBUTION									
4	0	1	6	RECLAMATION AND IRRIGATION									
4	0	1	8	FLOOD CONTROL AND NAVIGATION									
4	0	4	0	STORAGE (Other than bldgs)									
4	0	5	0	INDUSTRIAL (Other than bldgs)									
4	0	6	0	SERVICE (Other than buildings)									
4	0	7	0	RESEARCH AND DEV (Other than bldgs)									
4	0	7	1	UTILITY SYSTEMS									
4	0	7	2	COMMUNICATIONS SYSTEMS									
4	0	7	3	NAVIGATION AND TRAFFIC AIDS									
4	0	7	6	ROADS AND BRIDGES									
4	0	7	7	RAILROADS									
4	0	7	8	MONUMENTS AND MEMORIALS									
4	0	7	9	MISCELLANEOUS MILITARY FACILITIES									
4	0	8	0	ALL OTHER (Specify in remarks)									
				TOTAL									
49 TOTAL COST FOR LAND BUILDINGS AND OTHER STRUCTURES AND FACILITIES													
SECTION V - COMPLETE FOR LEASED PROPERTY ONLY													
50 TRANS CODE (2)	51 REC TYPE (22-24)	52 NUMBER OF LEASES REPORTED (22-21)	53 EFFECTIVE DATE (22-27)	54 EXPIRATION DATE (24-43)	55 RENEWAL OPTION YEARS (24-49)	56 ANNUAL RENTAL RATE (48-53)	57 OTHER STRUCTURES AND FACILITIES INDICATOR (54)						
5	0												
58 REMARKS													
59. PREPARED BY (Print or type name and title)					60. SIGNATURE				61. DATE				
JAMES E. SCOTT LTJG									7 DEC 87				

GSA FORM 1166 - CHANGE RECORD (REDUCE LAND)

GSA FORM 1166 BACK (REV 1-84)

GSA FORM 1166 - CHANGE RECORD (REDUCE LAND)

Encl. (1) to Chapter 7
of COMDTINST M11011.9B

QUARTERLY REPORT OF REAL PROPERTY OWNED BY OR LEASED TO THE UNITED STATES										INSTRUCTIONS - For LEASED property complete only the shaded items. For OWNED property complete all items and if a shaded item for Section V				REPORTS CONTROL SYMBOL		PAGE OF PAGES	
SECTION I - INSTALLATION										0315-GSA OU		3 4					
6. PROPERTY TYPE (1)	7. TRANS CODE (2)	8. AGENCY BUREAU CODE (3-6)	9. GEOGRAPHIC LOCATION CODE						10. INSTALLATION NUMBER (16-22) (SUF)	2. AGENCY CONTROL NO C-33-003-88	1. REPORT AS OF 30 SEP 1988						
			A. STATE OR CONTINENT (7-8)	B. CITY OR TOWN (9-12)	C. COUNTRY OR COUNTRY (13-15)						4. AGENCY NAME DOT	5. BUREAU NAME USCG					
G	C	6 9 0 3	0	6	9	9	9	9	0 5 3	0 8 7 8 8							
11. REC TYPE (21-24)	12. INSTALLATION NAME ((25-31)')						13. INSTALLATION STREET ADDRESS ((32-37))										
10	14. CITY OR TOWN						15. COUNTY OR COUNTRY						16. STATE OR CONTINENT				
17. ZIP CODE ((38-44) (SUF))		18. CONGRESSIONAL DISTRICT(S) ((47-53))						19. ESTIMATE CURRENT VALUE AND BEST USE ((117-123))		21. EXCESS INDICATOR ((125))	22. HISTORICAL INDICATOR ((126))	23. LAST SURVEY YEAR A BY GSA B BY AGCY ((127-130) ((131-134))					
SECTION II - LAND																	
24. TRANS. CODE (2)	25. REC TYPE (23-24)	26. USAGE CODE (25-26)	27. ACQUISITION CODE (27)	28. DATE(S) ACQUIRED		29. URBAN ACRES (in tenths) ((36-43))	30. RURAL ACRES (in tenths) ((44-52))	31. ACQUISITION COST (in thousands) ((54-60))		32. ESTIMATED COST INDICATOR ((61))	33. NEGLIGIBLE COST INDICATOR ((62))						
	2 0																
	2 0																
TOTALS																	
SECTION III - BUILDINGS																	
34. TRANS. CODE (3)	35. REC TYPE (23-24)	36. USAGE		37. DATE(S) ACQUIRED		38. NUMBER OF BUILDINGS ((38-40))	39. GROSS SQUARE FOOTAGE ((41-48))	40. ACQUISITION COST (in thousands) ((54-60))	41. ESTIMATED COST INDICATOR ((61))	42. NEGLIGIBLE COST INDICATOR ((62))							
		A. CODE ((25-26))	B. CLASSIFICATION	A. FROM ((28-31))	B. TO ((32-35))												
	3 0	1 0	OFFICE														
	3 0	1 4	POST OFFICE														
	3 0	2 1	HOSPITAL														
	3 0	2 2	PRISON														
	3 0	2 3	SCHOOL														
	3 0	2 9	OTHER INSTITUTIONAL USES														
C	3 0	3 0	HOUSING				15 10 18 18										
D	3 0	4 0	STORAGE														
A	3 0	5 0	INDUSTRIAL			1	3 2 6 4		3								
	3 0	6 0	SERVICE														
	3 0	7 0	RESEARCH & DEVELOPMENT														
	3 0	8 0	ALL OTHER (Spec in remarks)														
	3 0	9 9	TRUST BUILDINGS														
TOTALS																	

GENERAL SERVICES ADMINISTRATION

GSA FORM 1166 - CHANGE, DELETE AND ADD SPACE TYPE

Encl. (1) to Chapter 7
of COMDTINST M11011.9B

QUARTERLY REPORT OF REAL PROPERTY OWNED BY OR LEASED TO THE UNITED STATES (Continued)				Repeat from items 8 and 10 on front.	AGENCY BUREAU CODE 6 9 0 3 0 8 7 8 8	INSTALLATION NUMBER	
SECTION IV - OTHER STRUCTURES AND FACILITIES							
43 TRANS CODE (2)	44 REC TYPE (23-24)	45 USAGE		46 ACQUISITION COST (if in pounds) (54-60)	47 ESTIMATED COST INDICATOR (61)	48 NEGLIGIBLE COST INDICATOR (62)	
		A CODE (25-26)	B CLASSIFICATION				
4 0	1 2		AIRFIELD PAVEMENTS				
4 0	1 3		HARBOR AND PORT FACILITIES				
4 0	1 5		POWER DEVELOPMENT AND DISTRIBUTION				
4 0	1 6		RECLAMATION AND IRRIGATION				
4 0	1 8		FLOOD CONTROL AND NAVIGATION				
4 0	4 0		STORAGE (Other than b sidings)				
4 0	5 0		INDUSTRIAL (Other than b sidings)				
4 0	6 0		SERVICE (Other than buildings)				
4 0	7 0		RESEARCH AND DEV (Other than b sidings)				
4 0	7 1		UTILITY SYSTEMS				
4 0	7 2		COMMUNICATIONS SYSTEMS				
4 0	7 3		NAVIGATION AND TRAFFIC AIDS				
4 0	7 6		ROADS AND BRIDGES				
4 0	7 7		RAILROADS				
4 0	7 8		MONUMENTS AND MEMORIALS				
4 0	7 9		MISCELLANEOUS MILITARY FACILITIES				
4 0	8 0		ALL OTHER (Specify in remarks)				
TOTAL							
49 TOTAL COST FOR LAND BUILDINGS AND OTHER STRUCTURES AND FACILITIES							
SECTION V - COMPLETE FOR LEASED PROPERTY ONLY							
50 TRANS CODE (2)	51 REC TYPE (23-24)	52 NUMBER OF LEASES REPORTED (28-31)	53 EFFECTIVE DATE (32-37)	54 EXPIRATION DATE (38-43)	55 RENEWAL OPTION YEARS (44-45)	56 ANNUAL RENTAL RATE (46-53)	57 OTHER STRUCTURES AND FACILITIES INDICATOR (54)
	5 0						
58 REMARKS							
59 PREPARED BY (Print or type name and title) JAMES E SCOTT LTJG				60 SIGNATURE		61 DATE 7 DEC 87	

GSA SAMPLE

Encl. (1) to Chapter 7
of COMDTINST M11011.9B

I5678*IMAGES:

QUARTERLY REPORT OF REAL PROPERTY OWNED BY OR LEASED TO THE UNITED STATES										INSTRUCTIONS - F. LEASED property, complete only the shaded items. F. OWNED property, complete all items included in shaded area. Dept. Section V		REPORTS CONTROL SYMBOL	PAGE OF																		
SECTION I - INSTALLATION										0315-GSA-QU	4	4 PAGES																			
6 PROPERTY TYPE (3)	7 TRANS CODE (2)	8 AGENCY BUREAU CODE (3-8)	9 GEOGRAPHIC LOCATION CODE			10 INSTALLATION NUMBER (16-22) (SUP)		2 AGENCY CONTROL NO. C-33-004-88	4 REPORT AS OF 30 SEP 1988		3 AGENCY NAME DDT	5 BUREAU NAME USCC																			
			A STATE OR CONTINENT (7-9)	B CITY OR TOWN (9-12)	C COUNTY OR COUNTRY (13-15)																										
G	D	6 9 0 3	0	6 9 9 9	0	5 3	0	8 7 8 8																							
11 REC TYPE (23-24)						12 INSTALLATION NAME (28-32)						13 INSTALLATION STREET ADDRESS (58-87)																			
10																															
14 CITY OR TOWN			15 COUNTY OR COUNTRY			16 STATE OR CONTINENT			17 ZIP CODE (88-96) (SUP)			18 CONGRESSIONAL DISTRICT(S) (97-116)			19 ESTIMATED CURRENT VALUE (117-123)		20 GROSS EST VALUE (124)		21 EXCESS INDICATOR (125)		22 HISTORICAL INDICATOR (126)		23 LAST SURVEY YEAR A BY GSA (127-130) B BY ADCY (131-134)								
SECTION II - LAND												24 TRANS CODE (8)		25 REC TYPE (23-24)		26 USAGE CODE (25-28)		27 ACQUISITION CODE (47)		28 DATE(S) ACQUIRED A FROM (28-31) B TO (32-35)		29 URBAN ACRES (in 1/4ths) (36-43)		30 RURAL ACRES (in 1/4ths) (44-51)		31 ACQUISITION COST (in \$, no d) (52-60)		32 ESTIMATED COST INDICATOR (61)		33 NEGLIGIBLE COST INDICATOR (62)	
24		25		26		27		28		29		30		31		32		33													
2	0	2	0																												
2	0																														
TOTALS																															
SECTION III - BUILDINGS												34 TRANS. CODE (8)		35 REC TYPE (23-24)		36 USAGE A CODE (25-28) B CLASSIFICATION		37 DATE(S) ACQUIRED A FROM (28-31) B TO (32-35)		38 NUMBER OF BUILDINGS (36-40)		39 GROSS SQUARE FOOTAGE (41-48)		40 ACQUISITION COST (in \$, no d) (52-60)		41 ESTIMATED COST INDICATOR (61)		42 NEGLIGIBLE COST INDICATOR (62)			
34		35		36		37		38		39		40		41		42															
3	0	1	0	OFFICE																											
3	0	1	4	POST OFFICE																											
3	0	2	1	HOSPITAL																											
3	0	2	2	PRISON																											
3	0	2	3	SCHOOL																											
3	0	2	9	OTHER INSTITUTIONAL USES																											
3	0	3	0	HOUSING																											
3	0	4	0	STORAGE																											
3	0	5	0	INDUSTRIAL																											
3	0	6	0	SERVICE																											
3	0	7	0	RESEARCH & DEVELOPMENT																											
3	0	8	0	ALL OTHER (see in remark)																											
3	0	9	9	TRUST BUILDINGS																											
TOTALS																															

GSA FORM 1166 - DELETE INSTALLATION

Encl. (1) to Chapter 7
of COMDTINST M11011.9B

QUARTERLY REPORT OF REAL PROPERTY OWNED BY OR LEASED TO THE UNITED STATES (Continued)				Report from items 8 and 10 on front.	AGENCY BUREAU CODE 6 9 0 3	INSTALLATION NUMBER 0 8 7 8 8	
SECTION IV - OTHER STRUCTURES AND FACILITIES							
43 TRANS CODE (2)	44 REC TYPE (23-24)	45 USAGE		46 ACQUISITION COST (if in pounds) (54-60)	47 ESTIMATED COST INDICATOR (61)	48 NEGLIGIBLE COST INDICATOR (62)	
		A CODE (25-26)	B CLASSIFICATION				
4	0	1	2	AIRFIELD PAVEMENTS			
4	0	1	3	HARBOR AND PORT FACILITIES			
4	0	1	6	POWER DEVELOPMENT AND DISTRIBUTION			
4	0	1	8	RECLAMATION AND IRRIGATION			
4	0	1	8	FLOOD CONTROL AND NAVIGATION			
4	0	4	0	STORAGE (Other than buildings)			
4	0	5	0	INDUSTRIAL (Other than buildings)			
4	0	6	0	SERVICE (Other than buildings)			
4	0	7	0	RESEARCH AND DEV (Other than buildings)			
4	0	7	1	UTILITY SYSTEMS			
4	0	7	2	COMMUNICATIONS SYSTEMS			
4	0	7	3	NAVIGATION AND TRAFFIC AIDS			
4	0	7	6	ROADS AND BRIDGES			
4	0	7	7	RAILROADS			
4	0	7	8	MONUMENTS AND MEMORIALS			
4	0	7	9	MISCELLANEOUS MILITARY FACILITIES			
4	0	8	0	ALL OTHER (Specify in remarks)			
TOTAL							
49 TOTAL COST FOR LAND BUILDINGS AND OTHER STRUCTURES AND FACILITIES							
SECTION V - COMPLETE FOR LEASED PROPERTY ONLY							
50 TRANS CODE (2)	51 REC TYPES (22-44)	52 NUMBER OF LEASES REPORTED (28-31)	53 EFFECTIVE DATE (32-37)	54 EXPIRATION DATE (38-43)	55 RENEWAL OPTION YEARS (44-45)	56 ANNUAL RENTAL RATE (46-53)	57 OTHER STRUCTURES AND FACILITIES INDICATOR (19)
	5	0					
58 REMARKS							
59. PREPARED BY (Print or type name and title) JAMES B. SCOTT, LTJG				60. SIGNATURE		61. DATE 7 DEC 87	

SAMPLE

GSA FORM 1166 - DELETE INSTALLATION

Encl. (1) to Chapter 7
of COMDTINST M11011.9B

QUARTERLY REPORT OF REAL PROPERTY OWNED BY OR LEASED TO THE UNITED STATES										INSTRUCTIONS - For LEASED property, complete only the shaded (L) F OWNED property, complete all items in full shaded (O) to (S) V			REPORT'S CONTROL SYMBOL		PAGE OF PAGES				
SECTION I - INSTALLATION										0315-GSA DU		1 1 PAGES							
6 PROPERTY TYPE (3)	7 TRANS CODE (2)	8 AGENCY BUREAU CODE (2-6)			9 GEOGRAPHIC LOCATION CODE			10 INSTALLATION NUMBER (10-22) (SUP)		2 AGENCY CONTROL NO L-33-001-88	3 REPORT AS OF 30 SEP 1988		4 AGENCY NAME DOT		5 BUREAU NAME USCG				
L	A	6	9	0	3	0	6	2	4	0	0	4	4	1	9	4	4		
11 REC TYPE (23-24)		12 INSTALLATION NAME (28-57)										13 INSTALLATION STREET ADDRESS (58-87)							
10		H S N C										3 8 8		S A H M A R I N D R		18 STATE OR CONTINENT CA			
14 CITY OR TOWN ORICK		15 COUNTY OR COUNTRY MARIN																	
17 ZIP CODE (88-94) (SUP)		18 CONGRESSIONAL DISTRICT(S) (97-116)								19 ESTIMATED CURRENT VALUE (117-123)		20 HIGHEST AND BEST USE (124)		21 EXCESS INDICATOR (125)		22 HISTORICAL INDICATOR (126)		23 LAST SURVEY YEAR A BY GSA B BY AGCY (127-130) (131-134)	
9 2 0 9 9		2 1 1 1 1 1 1 1 1 1																	
SECTION II - LAND																			
24 TRANS. CODE (8)	25 REC. TYPE (22-24)	26 USAGE CODE (25-28)	27 ACQUISITION CODE (27)	28 DATE(S) ACQUIRED		29 URBAN ACRES (In 1/4ths) (32-35)		30 RURAL ACRES (In tenths) (36-37)		31 ACQUISITION COST (38-40)		32 ESTIMATED COST INDICATOR (61)		33 NEGLIGIBLE COST INDICATOR (62)					
	2	0																	
	2	0																	
TOTALS																			
SECTION III - BUILDINGS																			
34 TRANS. CODE (2)	35 REC. TYPE (23-24)	A CODE (25-28)	B CLASSIFICATION	37 DATE(S) ACQUIRED		38 NUMBER OF BUILDINGS		39 GROSS SQUARE FOOTAGE (41-45)		40 ACQUISITION COST (In thousands) (54-60)		41 ESTIMATED COST INDICATOR (61)		42 NEGLIGIBLE COST INDICATOR (62)					
	3	0	1	0															
	3	0	1	4															
	3	0	2	1															
	3	0	2	2															
	3	0	2	3															
	3	0	2	9															
A	3	0	3	0															
	3	0	4	0															
	3	0	5	0															
	3	0	6	0															
	3	0	7	0															
	3	0	8	0															
	3	0	9	9															
TOTALS																			
										1		900							

GSA FORM 1166 - ADD LEASED PROPERTY

SAMPLE

GSA FORM 1166 - ADD LEASED PROPERTY

Encl. (1) to Chapter 7
of COMDTINST M11011.9B

QUARTERLY REPORT OF REAL PROPERTY OWNED BY OR LEASED TO THE UNITED STATES (Continued)				Report from items 8 and 10 on front.	AGENCY BUREAU CODE	INSTALLATION NUMBER	
					6 9 0 3	4 1 9 4 4	
SECTION IV - OTHER STRUCTURES AND FACILITIES							
43. TRANS. CODE (2)	44. REC. TYPE (23-24)	45. USAGE		46. ACQUISITION COST (\$ Thousands) (34-40)	47. ESTIMATED COST INDICATOR (61)	48. NEGLIGIBLE COST INDICATOR (62)	
		A CODE (25-26)	B. CLASSIFICATION				
4 0	1 2		AIRFIELD PAVEMENTS				
4 0	1 3		HARBOR AND PORT FACILITIES				
4 0	1 5		POWER DEVELOPMENT AND DISTRIBUTION				
4 0	1 6		RECLAMATION AND IRRIGATION				
4 0	1 8		FLOOD CONTROL AND NAVIGATION				
4 0	4 0		STORAGE (Other than buildings)				
4 0	5 0		INDUSTRIAL (Other than buildings)				
4 0	6 0		SERVICE (Other than buildings)				
4 0	7 0		RESEARCH AND DEV (Other than buildings)				
4 0	7 1		UTILITY SYSTEMS				
4 0	7 2		COMMUNICATIONS SYSTEMS				
4 0	7 3		NAVIGATION AND TRAFFIC AIDS				
4 0	7 6		ROADS AND BRIDGES				
4 0	7 7		RAILROADS				
4 0	7 8		MONUMENTS AND MEMORIALS				
4 0	7 9		MISCELLANEOUS MILITARY FACILITIES				
4 0	8 0		ALL OTHER (Specify in remarks)				
TOTAL							
49. TOTAL COST FOR LAND, BUILDINGS, AND OTHER STRUCTURES AND FACILITIES							
SECTION V - COMPLETE FOR LEASED PROPERTY ONLY							
50. TRANS CODE (3)	51. REC TYPE (52-54)	52. NUMBER OF LEASES REPORTED (55-57)	53. EFFECTIVE DATE (58-57)	54. EXPIRATION DATE (58-43)	55. RENEWAL OPTION YEARS (54-43)	56. ANNUAL RENTAL RATE (54-33)	57. OTHER STRUCTURES AND FACILITIES INDICATOR (54)
A	5 0	0 0 0 1	1 0 0 1 8 7	0 9 3 0 8 8	0 4	1 1 5 5 2 0	
58. REMARKS							
ACTUAL LEASE: EFFECTIVE DATE 9/15/87 EXPIRATION DATE: 9/14/91							
59. PREPARED BY (Print or type name and title)				60. SIGNATURE		61. DATE	
JAMES E. SCOTT, LTJG						7 DEC 87	

GSA FORM 1166 - ADD LEASED PROPERTY

SAMPLE

GSA FORM 1166 BACK (REV. 1-84)

GSA FORM 1166 - ADD LEASED PROPERTY

Encl. (2) to Chapter 7
of COMDTINST M11011.9B

INSTRUCTIONS FOR PREPARING THE SUMMARY OF NUMBER OF INSTALLATIONS
OWNED BY THE U.S. (GSA FORM 1209) (RCS-G-ECV-3215)

1. Preparation Procedures.

- a. Summary Identification. Enter the effective date of the report. Place a check mark in the appropriate box to indicate whether the GSA Form 1166s summarized on this form cover properties within the 50 states of the U.S. or outside the U.S.
- b. Reporting Agency. Enter U.S. Coast Guard in this block.
- c. Bureau or other Major Organizational Unit. Enter the appropriate maintenance and logistics command (MLC) or Headquarters unit.
- d. Item A - Installations at End of Prior Year. Enter the number of units or facilities previously reported as of the end of the immediate prior FY. This number must agree with that shown in the detailed computerized accounting listings of the previous inventory reports, copies of which have been furnished by Commandant (G-ECV) to each maintenance and logistics command (MLC) or Headquarters unit.
- e. Item B - New Installations Acquired Since Prior Reports. Enter (in both columns) the number of units or facilities acquired since the last annual report. Do not include omissions from previous reports (Item C) or transfer from other federal agencies or major organizational units of the same agency (Item D).
- f. Item C - Complete Installations Omitted from Prior Reports. Enter (in both columns) the number of complete units or facilities erroneously omitted from the previous report.
- g. Item D - Installations Transferred from other Federal Agencies. Enter (in both columns) the number of changes representing transfer of either complete or partial units or facilities from other federal agencies or major organizational units of the same agency. Transfers-in which become a part of an existing unit or facility shall be reported in Item G.
- h. Item E - Complete Installations Disposed of Since Prior Report. Enter (in both columns) the number of complete units or facilities disposed of by since the previous report. Transfers to other federal agencies or major organizational units of the same agency shall be reported separately in Item F.

Encl. (2) to Chapter 7
of COMDTINST M11011.9B

1. i. Item F - Complete Installations Transferred to other Federal Agencies. Enter (in both columns) the number of reports representing the transfer of complete units or facilities to other federal agencies or major organizational units of the same agency.
 - j. Item G - Reports Adjusting Those Submitted in Prior Years. Enter the number of reports affecting units or facilities previously reported and still in the inventory for which changes have occurred during the fiscal year. Include all revised reports not specifically provided for in Items B through F, above.
 - k. Item H - Installations at End of Current Year. Enter the sum of Items A, B, C, and D less the sum of Items E and F. This figure represents the total number of units or facilities controlled by the MLC or Headquarters units as of the inventory date.
 - l. Item I - Total Number of Updates to the Automated Real Property Management Information System (ARPMIS) Diskettes. Enter the sum of Items B, C, D, E, F, and G. This figure represents the total number of updates made during the current FY.
 - m. Remarks. Enter a brief summary statement of all major or significant changes during the FY. Summary may include changes in acreage, buildings, floor area, costs, predominant usages of land, buildings, and other structures and facilities. Cite examples of changes and identify by GSA control numbers. Include significant trends, new or continuing programs or policies or any other pertinent information reflecting the MLC or Headquarters unit real property activities for the FY.
 - n. Prepared By/Signature/Date. Type in name and title of the official responsible for preparation and responsible official to sign in this block and enter date on which the report was prepared.
2. See Figure 2-A for a sample GSA Form 1209.

Encl. (2) to Chapter 7
of COMDTINST M11011.9B

SUMMARY OF NUMBER OF INSTALLATIONS OWNED BY THE U.S. (GSA FORM 1209)
(RCS-G-ECV-3215)

SUMMARY OF NUMBER OF INSTALLATIONS OWNED BY THE U.S. (GSA FORM 1209)
(RCS-G-ECV-3215)

GENERAL SERVICES ADMINISTRATION SUMMARY OF NUMBER OF INSTALLATIONS OWNED BY THE UNITED STATES (For instructions see GSA Reg 2-XI-201.04)		FORM APPROVED BUDGET BUREAU NO. 20-R105.4	SUMMARY AS OF JUNE 30, 19__	
REPORTING AGENCY		FOR INSTALLATIONS <input type="checkbox"/> IN THE UNITED STATES <input type="checkbox"/> OUTSIDE THE UNITED STATES		
		BUREAU OR OTHER MAJOR ORGANIZATION		
ITEM	DESCRIPTION (a)	TRANS ACTION CODE* (b)	INSTALLATION COUNT (c)	NO OF GSA FORMS 1166 SUBMITTED (d)
A.	INSTALLATIONS AT END OF PRIOR YEAR			
B.	NEW INSTALLATIONS ACQUIRED SINCE PRIOR REPORT (Exclude transfers from other Federal agencies)	1		
C.	COMPLETE INSTALLATIONS OMITTED FROM PRIOR REPORTS	2		
D.	INSTALLATIONS TRANSFERRED FROM OTHER FEDERAL AGENCIES	3		
E.	COMPLETE INSTALLATIONS DISPOSED OF SINCE PRIOR REPORT (Exclude transfers to other Federal agencies)	4		
F.	COMPLETE INSTALLATIONS TRANSFERRED TO OTHER AGENCIES	5		
G.	REPORTS ADJUSTING THOSE SUBMITTED IN PRIOR YEARS	6		
H.	INSTALLATIONS AT END OF CURRENT YEAR (Items A through D less total of items E and F)			
I.	TOTAL NUMBER OF GSA FORMS 1166 SUBMITTED (Items B through G)			
REMARKS				
SAMPLE				
PREPARED BY (Type name and title)		SIGNATURE		DATE

* From GSA Form 1166, Block 27
GSA WASH DC 61-8233

GSA FORM 1209
SEPTEMBER 1964

SUMMARY OF NUMBER OF INSTALLATIONS OWNED BY THE
UNITED STATES (GSA FORM 1209)

Figure 2-A

Encl. (3) to Chapter 7
of COMDTINST M11011.9B

INSTRUCTIONS FOR PREPARING THE COMPARATIVE SUMMARY OF REAL PROPERTY
LEASED TO THE U.S. (GSA FORM 1209A) (RCS-G-ECV-3216)

1. Discussion. The General Services Administration (GSA) Form 1209A is intended to provide a control over individual inventory reports on leased properties for the current FY, as well as a comparison between data reported for the prior and current FY's to show changes in lease data.
2. Preparation Procedures.
 - a. Summary Identification. Enter the current and prior FY's for which data are being reported. Place a check mark in the appropriate box to indicate whether the GSA Form 1166s summarized on this form cover properties within the 50 states of the U.S. or outside the U.S.
 - b. Reporting Agency. Enter U.S. Coast Guard in this block.
 - c. Bureau or Other Major Organizational Unit. Enter the appropriate maintenance and logistics command (MLC) or Headquarters unit.
 - d. Line 1 - Reports. Enter the total number of GSA Form 1166s for the current FY.
 - e. Line 2 - Leases. Enter the total number of leases in effect as of 30 September by adding the entries reported in block/position 48 thru 51 on all GSA Form 1166s.
 - f. Line 3 - Land Leased (Urban and Rural). Enter the total acreage leased by adding the entries reported in block/position 48 thru 61 on all GSA Form 1166s.
 - g. Line 4 - Building Locations. Enter the total number of building locations leased by adding the entries in block/position 55 thru 58 on all GSA Form 1166s.
 - h. Line 5 - Floor Area Leased. Enter the total square feet of floor area leased by adding the entries reported in block/position 48 thru 54 on all GSA Form 1166s.
 - i. Line 6 - Annual Rent. Enter the total annual rental reported for leased real property by adding the entries reported in block/position 67 thru 74 on all GSA Form 1166s.
 - j. Column (d) - Prior Year. Data for completion of this column shall be obtained from the previous year's detailed listing of leases furnished to each MLC and Headquarters unit by Commandant (G-ECV).

Encl. (3) to Chapter 7
of COMDTINST M11011.9B

2. k. Column (e) - Difference. Enter on each line the result of column (c) minus column (d) with negative quantities in parentheses.
 1. Remarks - Enter a brief summary statement of all major or significant changes in leases during the FY. When, as a result of a new program or termination of an old program, MLC or Headquarters unit leasing activity changes, the cause for same must be noted. Property management activities which result in net economies to the Coast Guard must be explained as well as program plans which will affect future leasing operations. All items which the MLC or Headquarters unit believes would interest the Congress, regulatory executive agencies or the general public should also be described in this block.
 - m. Prepared By/Signature/Date Type in name and title of official responsible for preparation/responsible official to sign in this block/enter date on which the report was prepared.
3. See Figure 3-A for a sample form.

Encl. (3) to Chapter 7
of COMDTINST M11011.9B

COMPARATIVE SUMMARY OF REAL PROPERTY LEASED TO THE U.S.
(GSA FORM 1209A) (RCS-G-ECV-3216)

COMPARATIVE SUMMARY OF REAL PROPERTY LEASED TO THE U.S.
(GSA FORM 1209A) (RCS-G-ECV-3216)

GENERAL SERVICES ADMINISTRATION COMPARATIVE SUMMARY OF PROPERTIES LEASED TO THE UNITED STATES <small>(For instructions see GSA Reg. FPMR (41 CFR) 101-3.490)</small>		FORM APPROVED BUDGET BUREAU NO. 289-113	COMPARATIVE SUMMARY AS OF JUNE 30, 19__ & JUNE 30, 19__	
REPORTING AGENCY		BUREAU OR OTHER MAJOR ORGANIZATION		
		FOR PROPERTIES <input type="checkbox"/> IN THE UNITED STATES <input type="checkbox"/> OUTSIDE THE UNITED STATES		
LINE NO. (a)	DESCRIPTION (b)	TOTALS of GSA Forms 1166a		DIFFERENCE (c)
		CURRENT YEAR (c)	PRIOR YEAR (d)	
1.	REPORTS (Number of)			
2.	LEASES (Number of)			
3.	LAND LEASED - URBAN AND RURAL (Acres)			
4.	BUILDING LOCATIONS (Number of)			
5.	FLOOR AREA LEASED (sq. ft.)			
6.	ANNUAL RENT (Dollars only)	\$	\$	\$
<p style="font-size: 48pt; transform: rotate(-15deg); opacity: 0.5;">SAMPLE</p>				
PREPARED BY (Type Name and Title)		SIGNATURE		DATE

COMPARATIVE SUMMARY OF PROPERTIES LEASED TO
THE UNITED STATES (GSA FORM 1209A)

Figure 3-A

INSTRUCTIONS FOR PREPARING THE STATUS REPORT FOR FEDERALLY FUNDED OR
LEASED BUILDINGS - ACCOMMODATION OF PHYSICALLY HANDICAPPED (GSA FORM
2974) (0031-GSA-SA)

1. Preparation Procedures.

- a. Reporting Period. The annual reporting period ends 31 August.
- b. Type of Funding. Indicate whether government owned or leased; funded by grant or loan. Use separate pages to group projects according to type of funding.
- c. Name and Telephone Number of Agency Contact. Indicate person most familiar with program.
- d. Name of Building. Use official building title and avoid obscure abbreviations. Enter in column a.
- e. Street Address, City and State. Enter actual address of the building in column b. Use official state abbreviation.
- f. Comply. Does this facility comply with sections 2, 3, 4 or 4a of PL 90-480, as amended? Enter an "X" in column c if the facility is in compliance.
- g. Exception Utilized. If an exception has been utilized as listed under Federal Property Management Regulations (FPMR) Subpart 101-19.604, enter the applicable paragraph letter; i.e. (a), (b), (c), (d), or (e) in column d. Agencies not subject to FPMR - leave blank.
- h. Waiver Granted. If the facility has been granted a waiver under section 6 of 90-480, enter an "X" in column e.
- i. Building Usage Code. Enter the applicable code as per enclosure (6).
- j. Agency Housed. As space permits, enter federal agency code number for the principle agencies housed in the facility in column g. For example, the federal agency code number for the Coast Guard is 6903.
- k. Square Footage. Enter the gross square footage (to the nearest thousand square foot) of the facility if owned or assisted with federal funds, or the net usable square footage of leased areas, in column h.

Encl. (4) to Chapter 7
of COMDTINST M11011.9B

1. 1. Owned/Grant.

- (1) New. If the facility is newly constructed, enter an "X" in column i.
- (2) Addition/Alteration. If the construction is an addition or alteration to an existing facility, enter an "X" in column j.
- (3) Bid Invitation. Enter the date that bids were formally invited on the facility in column k.
- (4) Date Occupied. Enter the date of project completion or date of occupancy, whichever occurs first, in column l.

m. Leased Facilities.

- (1) Annual Rent. Enter annual contract rent to nearest thousand dollars in column m.
- (2) Alteration Costs. Enter any funds (to the nearest thousand dollars) expended for providing handicapped facilities under the lease including any portion of the rent which can be directly attributed to the cost of providing the handicapped facilities in column n.
- (3) Lease Terms. Date of lease commencement and expiration dates. If you are not able to furnish actual dates, place "E" in column o to signify estimated dates.

n. Certification and Signature. The signature of the head of the Agency or his designee certifies that all projects subject to the Act (section 2 of Public Law 90-480) are reported and that the projects are in compliance with the Act.

2. See Figure 4-A for a sample form.

Encl. (4) to Chapter 7
 of COMDTINST M11011.9B

STATUS REPORT FOR FEDERALLY FUNDED OR LEASED BUILDINGS - ACCOMMODATION OF PHYSICALLY HANDICAPPED		INTERAGENCY REPORTING SYSTEM NUMBER	REPORTING PERIOD			
		0031-GSA-SA	FROM	TO		
NAME OF DEPARTMENT/AGENCY/GOVERNMENT ENTITY		NAME AND TELEPHONE NUMBER OF AGENCY CONTACT				
NAME OF BUILDING	STREET ADDRESS, CITY AND STATE, AND CONGRESSIONAL DISTRICT	BUILT AND BUILT UP DATE	DATE OF REPORT FOR PREVIOUS PERIOD	STATUS		
				CONSTRUCTION BEGAN	CONSTRUCTION BEGAN	REPORTED OR PROJECT COMPLETED
CERTIFICATION		TYPED NAME AND TITLE OF CERTIFYING OFFICIAL		SIGNATURE OF CERTIFYING OFFICIAL		DATE
I certify that the above buildings are subject to and comply with Section 2 of Public Law 93-404, as amended.						

See Instructions on reverse

GENERAL SERVICES ADMINISTRATION GSA FORM 2974 10 74

SAMPLE

STATUS REPORT FOR FEDERALLY FUNDED OR LEASED
 BUILDINGS - ACCOMMODATION OF PHYSICALLY HANDICAPPED
 (GSA FORM 2974) (0031-GSA-SA)

Encl. (4) to Chapter 7
of COMDTINST M11011.9B

**Encl. (4) to Chapter 7
of COMDTINST M11011.9B**

INSTRUCTIONS

Purpose of this form is to provide an inventory of buildings subject to Sections 2, 3, 4, and 4a of Public Law 90-480.

Reporting Period	The annual reporting period for purposes of this requirement, end on the last day of August. (For example, September 1, 198 ____ to August 31, 198 ____) Reports will be due on the fifteenth calendar day of the following month.
Type of funding	Indicate whether Government-owned, Government-leased, funded by grant, funded by loan. <u>Use separate pages to group projects according to type of funding</u>
Department/Agency/Entity	Self-explanatory
Name and Telephone No. of Agency Contact	Indicate person most familiar with program
Name of Building	Use official Building Title and avoid obscure abbreviations. Enter in column a
Street address, City and State	Enter actual address of the building in column b. Use official state abbreviation
Comply	Does this facility comply with Sections 2, 3, 4, or 4a of Public Law 90-480, as amended? Enter an "X" in column c if the facility is in compliance
Exception Utilized	If an exception has been utilized as listed under FPMR, Subpart 101-19.604, enter the applicable paragraph letter, i.e., (a), (b), (c), (d), or (e) in column d. Agencies not subject to FPMR leave the column blank.
Waiver granted	If the facility has been granted a waiver under Section 6 of Public Law 90-480, enter and "X" in column e
Building Usage Code	Refer to FPMR (41 CFR) Subpart 101-3.4901, (k) (4), <u>Usage Code and Classification</u> for usage code only. Enter appropriate usage code number in column f.
Agency Housed	As space permits, enter Federal Agency Code Number for the principle agencies housed in the facility in column g
Square Footage	Enter the gross square footage (to the nearest thousand sq. ft.) of the facility if owned or assisted with Federal funds, or the net usable square footage of leased areas, in column h
<u>Owned/Grant</u>	
New	If the facility is newly constructed, enter an "X" in column i.
Addition/Alteration	If the construction is an addition or alteration to an existing facility, enter an "X" in column j.
Bid Invitation	Enter the date that bids were formally invited on the facility in column k.
Date Occupied	Enter the date of project completion or date of occupancy, whichever occurs first, in column l.
<u>Leased Facilities</u>	
Annual Rent	Enter annual contract rent to nearest thousand dollars in column m.
Alteration Costs	Enter any funds (to the nearest thousand dollars) expended for providing handicapped facilities under the lease including any portion of the rent which can be directly attributed to the cost of providing the handicapped facilities in column n.
Lease Terms	Date of lease commencement and expiration dates. If you are not able to furnish actual dates place "E" in column o to signify estimated dates.
Certification and Signature	The signature of the head of the agency or his designee certifies that all projects subject to the Act are reported and that the projects are in compliance with the Act.

GSA FORM 2974 BACK (REV. 8-81)

Figure 4--A

Figure 4-A (cont'd)

Encl. (5) to Chapter 7
of COMDTINST M11011.9B

INSTRUCTIONS FOR PREPARATION OF THE ANNUAL REPORT ON RELOCATION AND
REAL PROPERTY ACQUISITION ACTIVITIES (GSA FORM 2997) (1227-GSA-AN)

1. Preparation Procedures.

- a. Section I. Relocation Assistance Payments and Expenses. For each of the types of assistance or payments shown in lines 1 through 8, report the total number of claims paid in column (a) and the amounts thereof in column (b). Descriptions for lines 1 through 5 and 7 through 9 are considered adequate for completion without further instructions. For line 6, report total rental assistance claims paid including rental assistance to former homeowners who elect to rent in lieu of receiving a replacement housing payment authorized by section 203 of the Act. In the case of claimants who elect to have their rental assistance payment in installments, the total amount of the rental assistance entitlement should be reported as paid during the reporting year in which the first installment is paid. In line 10, report the total amount of administrative costs incurred in carrying out the relocation program including the cost of relocation assistance advisory services provided under section 205 of the Act. Descriptions in lines 11 through 14 are considered to be adequate without further instructions.
- b. Section II. Real Property Acquisition Settlements Completed. Report the number of parcels in column (a) and the compensation paid in column (b) for real property acquired and paid for during the reporting period (fiscal year). On line 15, report the total number of parcels and compensation paid for real property acquired by any method other than condemnation for reason of price disagreement. In line 16, report in the appropriate columns only tracts condemned because of price disagreement. Line descriptions for line 17 and 18 are adequate for completion without further instructions. It is understood that this section will only include settlements completed. It excludes the reporting of parcels acquired by condemnation where settlements have not been completed. Such parcels should be reported when settlement has been completed.

2. See Figure 5-A for a sample form.

Encl. (5) to Chapter 7
of COMDTINST M11011.9B

ANNUAL REPORT ON RELOCATION AND REAL PROPERTY ACQUISITION ACTIVITIES
(GSA FORM 2997) (1227-GSA-AN)

ANNUAL REPORT ON RELOCATION AND REAL PROPERTY ACQUISITION ACTIVITIES UNDER THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970			
REPORT FOR FISCAL YEAR 19	PROGRAM	PROGRAM TITLE	FORM 1227-GSA-AN
AGENCY (Department Bureau Office Division)			
SECTION I - RELOCATION ASSISTANCE PAYMENTS AND EXPENSES			
ITEM	DESCRIPTION	NUMBER OF CLAIMS PAID (a)	AMOUNT PAID (b)
1	Payments for expenses of moving individuals and families		\$
2	Actual expenses (Sec. 203(a)) Fixed payment (including special allowance) (Sec. 203(b))		
3	Payments for searching and moving expenses for displaced businesses, farms and non-profit organizations		
4	Actual expenses (Sec. 204(a)) Payment in lieu of actual expenses (Sec. 204(b))		
5	Replacement housing payments (Sec. 205)		
6	Rental assistance payments (Sec. 206(a)) Rental allowances (Sec. 206(b)) Rental allowances for certain other (Sec. 206(c))		
7	Down payment assistance (Sec. 207)		
8	Loan resolution (Sec. 208)		
9	Subtotal (Sum of lines 1 through 8)		
10	Administrative costs in carrying out relocation program (including cost of relocation advisory services provided under Section 204 of the Act)		
11	TOTAL (Sum of lines 9 and 10 column (b) only)		
12	TOTAL AMOUNT PAID FROM FEDERAL FUNDS THIS FISCAL YEAR		
13	TOTAL AMOUNT PROJECTED FOR NEXT FISCAL YEAR		
14	TOTAL AMOUNT PROJECTED FOR NEXT FISCAL YEAR TO BE PAID FROM FEDERAL FUNDS		\$
SECTION II - REAL PROPERTY ACQUISITION SETTLEMENTS COMPLETED			
ITEM	DESCRIPTION	NUMBER OF PARCELS (a)	COMPENSATION PAID (b)
15	Acquired by negotiation		\$
16	Acquired by condemnation		
17	TOTAL (Sum of lines 15 and 16)		
18	TOTAL AMOUNT PAID FROM FEDERAL FUNDS		\$

1. Designate each parcel of property acquired by any method other than condemnation for reason of price discrepancy. *2. Include only those condemnations because of price discrepancy.*

RDW:MS

GENERAL SERVICES ADMINISTRATION GSA FORM 2997 10-70

Figure 5-A

USAGE CODE AND CLASSIFICATION

I. LAND USAGE CODES.

<u>CODE</u>	<u>CLASSIFICATION</u>
01	<u>AGRICULTURAL.</u> LAND UNDER CULTIVATION FOR PRODUCTION OF FOOD AND FIBER.
04	<u>GRAZING.</u> THOSE CONSERVATION LANDS PRIMARILY ADMINISTERED FOR THE PRESERVATION, PROTECTION, MANAGEMENT AND DEVELOPMENT OF GRASS AND OTHER FORAGE RESOURCES SUITABLE FOR LIVESTOCK.
07	<u>FOREST AND WILDLIFE.</u> THOSE CONSERVATION LANDS PRIMARILY ADMINISTERED FOR THE PRESERVATION, PROTECTION, MANAGEMENT AND DEVELOPMENT OF TIMBER, WILDLIFE, WATERSHED AND RECREATIONAL RESOURCES.
08	<u>PARKS AND HISTORIC SITES.</u> LAND ADMINISTERED FOR NATIONAL PARKS, HISTORICAL PARKS, MONUMENTS, MILITARY PARKS, MEMORIAL PARKS, BATTLEFIELD SITES, HISTORIC SITES, MEMORIALS, CEMETERIES, PARKWAYS, RECREATION AREAS AND NATIONAL CAPITAL PARKS.
10	<u>OFFICE BUILDING LOCATIONS.</u> LAND ON WHICH OFFICE BUILDINGS ARE LOCATED OR ARE TO BE CONSTRUCTED.
11	<u>MILITARY (EXCEPT AIRFIELDS).</u> LAND UNDER THE CONTROL OF DEPARTMENT OF DEFENSE (MILITARY FUNCTIONS) WHICH CANNOT BE CLASSIFIED ELSEWHERE.
12	<u>AIRFIELDS.</u> LAND USED FOR MILITARY AIR BASES OR STATIONS AND MILITARY OR CIVILIAN LANDING FIELDS.
13	<u>HARBOR AND PORT TERMINALS.</u> LAND USED FOR HARBOR AND PORT FACILITIES.
14	<u>POST OFFICE.</u> LAND USED IN CONJUNCTION WITH A POST OFFICE USED PREDOMINANTLY AS A GENERAL SERVICE AND ACCESS AREA.
15	<u>POWER DEVELOPMENT AND DISTRIBUTION.</u> LAND USED FOR POWER DEVELOPMENT AND DISTRIBUTION PROJECTS.
16	<u>RECLAMATION AND IRRIGATION.</u> LAND USED FOR RECLAMATION AND IRRIGATION PROJECTS.
18	<u>FLOOD CONTROL AND NAVIGATION.</u> LAND USED FOR FLOOD CONTROL AND NAVIGATION PROJECTS.
19	<u>VACANT.</u> LAND NOT BEING USED.
20	<u>INSTITUTIONAL.</u> LAND USED FOR INSTITUTIONAL PURPOSES SUCH AS HOSPITALS, PRISONS, SCHOOLS, LIBRARIES, CHAPELS AND MUSEUMS.
30	<u>HOUSING.</u> LAND USED PRIMARILY FOR PUBLIC HOUSING PROJECTS, MILITARY PERSONNEL QUARTERS AND DWELLINGS FOR OTHER FEDERAL PERSONNEL.

1. (cont'd)

CODE CLASSIFICATION

- 40 STORAGE. LAND USED PRIMARILY FOR SUPPLY DEPOTS AND OTHER STORAGE AREAS.
- 50 INDUSTRIAL. LAND USED FOR INDUSTRIAL PLANTS ENGAGED IN THE PRODUCTION AND MANUFACTURE OF AMMUNITION, AIRCRAFT, SHIPS, VEHICLES, ELECTRONIC EQUIPMENT, CHEMICALS, ALUMINUM, MAGNESIUM, ETC.
- 70 RESEARCH AND DEVELOPMENT. LAND USED DIRECTLY IN BASIC OR APPLIED RESEARCH IN THE SCIENCES (INCLUDING MEDICINE) AND IN ENGINEERING.
- 80 OTHER LAND. LAND WHICH CANNOT BE CLASSIFIED ELSEWHERE.
- 90 TRUST LAND. ALL LAND HELD IN TRUST BY THE REPORTING AGENCY.

2. BUILDING USAGE CODES.

- 10 OFFICE. BUILDING USED PRIMARILY FOR OFFICE SPACE.
- 21 HOSPITAL. BUILDINGS USED PRIMARILY FOR FURNISHING INPATIENT DIAGNOSIS AND TREATMENT UNDER THE SUPERVISION OF PHYSICIANS AND WHICH HAVE 24-HOUR-A-DAY REGISTERED GRADUATE NURSING SERVICES. INCLUDE MEDICAL LABORATORIES USED IN ROUTINE TESTING. EXCLUDE BUILDINGS USED DIRECTLY IN BASIC OR APPLIED RESEARCH IN MEDICINE WHICH SHOULD BE REPORTED AS RESEARCH AND DEVELOPMENT.
- 22 PRISONS. BUILDINGS UNDER THE JURISDICTION OF THE DEPARTMENT OF JUSTICE USED FOR THE CONFINEMENT OF FEDERAL PRISONERS.
- 23 SCHOOLS. BUILDINGS USED PRIMARILY FOR FORMALLY ORGANIZED INSTRUCTION, SUCH AS, SCHOOLS FOR DEPENDENT CHILDREN OF FEDERAL EMPLOYEES, INDIAN SCHOOLS AND MILITARY TRAINING BUILDINGS.
- 29 OTHER INSTITUTIONAL USES. BUILDINGS USED FOR INSTITUTIONAL PURPOSES OTHER THAN SCHOOLS, HOSPITALS AND PRISONS. INCLUDE LIBRARIES, CHAPELS, MUSEUMS, OUTPATIENT CLINICS, ETC.
- 30 HOUSING. BUILDINGS USED PRIMARILY FOR DWELLING PURPOSES, SUCH AS, APARTMENT HOUSES, SINGLE OR ROW HOUSES AND BARRACKS. INCLUDES PUBLIC HOUSING, HOUSING FOR MILITARY PERSONNEL, HOUSING FOR PERSONNEL IN VARIOUS FEDERAL AGENCIES AND HOUSING FOR INSTITUTIONAL PERSONNEL.
- 40 STORAGE. BUILDINGS USED FOR STORAGE PURPOSES, SUCH AS, WAREHOUSES, AMMUNITION STORAGE AND COVER SHEDS. ALSO INCLUDE IN THIS CATEGORY, GARAGES USED PRIMARILY FOR STORAGE OF VEHICLES OR MATERIALS. DO NOT INCLUDE SUCH FACILITIES AS WATER RESERVOIRS AND OIL STORAGE TANKS, WHICH ARE TO BE REPORTED AS OTHER STRUCTURES AND FACILITIES, BLOCKS 23 AND 24.

2. (cont'd)

CODE CLASSIFICATION

- 50 INDUSTRIAL. BUILDINGS SPECIFICALLY DESIGNED AND USED PRIMARILY FOR PRODUCTION OR MANUFACTURING. INCLUDE BUILDINGS USED FOR THE PRODUCTION OR MANUFACTURE OF AMMUNITION, AIRCRAFT, SHIPS, VEHICLES, ELECTRONIC EQUIPMENT, CHEMICALS, ALUMINUM AND MAGNESIUM. ALSO INCLUDE LABORATORIES USED FOR ROUTINE TESTING OF INDUSTRIAL PRODUCTS.
- 60 SERVICE. BUILDINGS USED IN CONNECTION WITH SERVICE ACTIVITIES, SUCH AS, MAINTENANCE AND REPAIR SHOPS, LAUNDRY AND DRY CLEANING PLANS, POST EXCHANGES, STORES AND AIRPORT HANGARS. ALSO INCLUDE GARAGES USED PRIMARILY FOR VEHICLE MAINTENANCE AND REPAIR.
- 70 RESEARCH AND DEVELOPMENT. BUILDINGS USED DIRECTLY IN BASIC OR APPLIED RESEARCH IN THE SCIENCES (INCLUDING MEDICINE) AND IN ENGINEERING. INCLUDE BUILDINGS USED IN THE DESIGN, DEVELOPMENT AND TESTING OF PROTOTYPES AND PROCESSES SUCH AS CHEMISTRY, PHYSICS AND MEDICAL LABORATORIES AND OBSERVATORIES FOR METEOROLOGICAL RESEARCH. DO NOT INCLUDE MEDICAL OR INDUSTRIAL LABORATORIES USED IN ROUTINE TESTING WHICH SHOULD BE REPORTED AS HOSPITAL AND INDUSTRIAL, RESPECTIVELY.
- 80 ALL OTHER. BUILDINGS WHICH CANNOT BE CLASSIFIED ELSEWHERE. WHENEVER THIS CLASSIFICATION IS USED, GIVE A BRIEF DESCRIPTION OF USE IN REMARKS BLOCK.
- 99 TRUST BUILDINGS. ALL BUILDINGS HELD IN TRUST BY THE REPORTING AGENCY. WHENEVER THIS CLASSIFICATION IS USED, GIVE A BRIEF DESCRIPTION OF USE IN REMARKS BLOCK.

3. OTHER STRUCTURES AND FACILITIES USAGE CODES.

- 12 AIRFIELD PAVEMENTS. INCLUDE RUNWAYS, HELICOPTER LANDING PADS, TAXIWAYS AND APRONS.
- 13 HARBOR AND PORT FACILITIES. INCLUDE DOCKS, PIERS, JETTIES AND BREAKWATERS.
- 15 POWER DEVELOPMENT AND DISTRIBUTION. INCLUDE HYDROELECTRIC AND OTHER POWER DEVELOPMENT PROJECTS WHICH PRODUCE POWER FOR RESALE (GENERALLY CONSISTING OF DAMS AND POWERHOUSES). TRANSMISSION LINES WHICH ARE AN INTEGRAL PART OF FEDERAL POWER DEVELOPMENT SYSTEMS SHALL ALSO BE INCLUDED EVEN THOUGH THE POWER IS PRODUCED BY ANOTHER FEDERAL AGENCY.
- 16 RECLAMATION AND IRRIGATION. INCLUDE CANALS, LATERALS, PUMPING STATIONS, STORAGE AND DIVERSION DAMS.

3. (cont'd)

<u>CODE</u>	<u>CLASSIFICATION</u>
18	<u>FLOOD CONTROL AND NAVIGATION.</u> INCLUDE RIVER IMPROVEMENTS, REVETMENTS, DIKES, DAMS AND DOCKS.
40	<u>STORAGE.</u> INCLUDE STORAGE TANKS, SILOS, IGLOOS, UNDERGROUND VAULTS AND OPEN STORAGE AREAS (IMPROVED ONLY).
50	<u>INDUSTRIAL.</u> INCLUDE STRUCTURES AND FACILITIES (OTHER THAN BUILDINGS) USED FOR PRODUCTION OR MANUFACTURING, SUCH AS, SLIDING SHIPWAYS, RETAINING BASINS AND PIPELINES.
60	<u>SERVICE (OTHER THAN BUILDINGS).</u> INCLUDE STRUCTURES USED FOR MAINTENANCE AND REPAIR, SUCH AS UNDERGROUND FUELING SYSTEMS, VEHICLE WASHING AND GREASING FACILITIES, AIRCRAFT BORESIGHT RANGES, GUIDED MISSILE MAINTENANCE FACILITIES AND SHIP REPAIR.
70	<u>RESEARCH AND DEVELOPMENT (OTHER THAN BUILDINGS).</u> INCLUDE STRUCTURES AND FACILITIES USED DIRECTLY IN BASIC OR APPLIED RESEARCH IN THE SCIENCES (INCLUDING MEDICINE) AND IN ENGINEERING, SUCH AS, FACILITIES USED IN DESIGN, DEVELOPMENT AND TESTING OF PROTOTYPES AND PROCESSES. DO NOT INCLUDE FACILITIES USED IN ROUTINE TESTING WHICH SHOULD BE REPORTED AS HOSPITAL AND INDUSTRIAL, RESPECTIVELY.
71	<u>UTILITY SYSTEMS (HEATING, SEWAGE, WATER AND ELECTRICAL SYSTEMS).</u> INCLUDE HEATING, SEWAGE, WATER AND ELECTRICAL SYSTEMS WHEN THEY SERVE SEVERAL BUILDINGS OR OTHER STRUCTURES OF AN INSTALLATION. WHEN THEY SERVE A SINGLE BUILDING WHICH IS REPORTED SEPARATELY, THE COST OF SUCH UTILITY SYSTEMS MUST BE INCLUDED IN THE COST OF THE BUILDING. THE USAGE CATEGORY FOR "UTILITY SYSTEMS" INCLUDES HEATING PLANS AND RELATED STEAM AND GAS LINES; SEWAGE DISPOSAL PLANTS, STORM AND SANITARY SEWER LINES; WATER TREATMENT PLANTS, WELLS, PUMP HOUSES, RESERVOIRS AND PIPELINES; AN ELECTRICAL SUBSTATIONS, STANDBY OR AUXILIARY POWER PLANTS, LIGHTING STRUCTURES AND CONDUITS. STRUCTURES AND FACILITIES USED BY AN INSTALLATION IN THE PRODUCTION OF ITS OWN POWER REQUIREMENTS (NOT FOR RESALE) MUST BE INCLUDED IN THIS CATEGORY.
72	<u>COMMUNICATIONS SYSTEMS.</u> INCLUDE TELEPHONE AND TELEGRAPH AND LINES AND RADIO TOWERS.

3. (cont'd)

CODE CLASSIFICATION

- 73 NAVIGATION AND TRAFFIC AIDS. INCLUDE STRUCTURES,
OTHER THAN BUILDING, WHICH PROVIDE FOR AIRCRAFT AND SHIP
NAVIGATION AND TRAFFIC AIDS; SUCH AS, BEACON LIGHTS,
ANTENNA SYSTEMS GROUND CONTROL APPROACH SYSTEMS AND
OBSTRUCTION LIGHTING.
- 6 ROADS AND BRIDGES. INCLUDES FEDERALLY OWNED HIGHWAYS,
ROADS, RELATED CULVERTS AND CONNECTING BRIDGES. ALSO
INCLUDE ROADS WITHIN NATIONAL PARKS
AND FORESTS AND OTHER FEDERAL INSTALLATIONS.
- 77 RAILROADS. INCLUDE TRACKS AND BRIDGES, TUNNELS AND
FUEL AND WATER STATIONS SERVICING RAILROADS.
- 78 MONUMENTS AND MEMORIALS. INCLUDE ALL FEDERAL
MONUMENTS, MEMORIALS AND STATUES.
- 79 MISCELLANEOUS MILITARY FACILITIES. INCLUDE ALL STRUCTURES AND
FACILITIES OF THE DEPARTMENT OF DEFENSE (MILITARY FUNCTIONS) NOT
INCLUDED IN ANY OTHER CLASSIFICATION.
- 80 ALL OTHERS. INCLUDE SIDEWALKS, PARKING AREAS, FENCES AND
TRAILS, WHICH CANNOT BE READILY CLASSIFIED UNDER THE ABOVE
CATEGORIES. INCLUDE ALSO, IMPROVEMENTS TO PUBLIC DOMAIN LANDS,
SUCH AS, DRAINAGE, GRADING AND LANDSCAPING.
- 99 TRUST. ALL STRUCTURES AND FACILITIES HELD IN TRUST
BY THE REPORTING AGENCY. IDENTIFY IN REMARKS, BLOCK 26.

4. EXPLANATIONS.

- A. PROPERTY CODES 1, 2 AND 3 INDICATE WHETHER AN INSTALLATION
CONSISTS OF LAND, BUILDINGS AND STRUCTURES AND FACILITIES,
RESPECTIVELY OR A COMBINATION. USAGE CODES DESCRIBE THE
PREDOMINANT USAGE UNDER EACH OF THESE CATEGORIES. HOW ACQUIRED
CODE APPLIES TO LAND ONLY AND INDICATES MANNER OF ACQUISITION.

CODE METHOD OF ACQUISITION

- 1 PUBLIC DOMAIN. APPLIES ONLY FOR INSTALLATIONS
IN THE U.S. STATES.
- 2 PURCHASE, DONATION, EXCHANGE, ETC.
- 3 LONG-TERM INTEREST. APPLIES ONLY FOR INSTALLATIONS
IN THE CANAL ZONE AND FOREIGN COUNTRIES.

Encl. (6) to Chapter 7
of COMDTINST M11011.9B

4. B. EXAMPLE. ENTRIES IN THE PROPERTY CODE COLUMN: 10
 IN THE USAGE CODE COLUMN AND I IN THE HOW ACQUIRED COLUMN
 WOULD INDICATE THAT AN INSTALLATION INCLUDES
 LAND, USED PREDOMINANTLY FOR LOCATING OFFICE BUILDINGS
 AND ACQUIRED AS PUBLIC DOMAIN.

Encl. (7) to Chapter 7
of COMDTINST M11011.9B

WORK SPACE MANAGEMENT PLAN AND BUDGET JUSTIFICATION				INTERAGENCY REPORT CONTROL NO. 0323-GSA-XX				
AGENCY		ACCOUNT TITLE						
BUREAU		ACCOUNT ID CODE						
SECTION I - WORK SPACE MANAGEMENT PLAN				PRIOR YEAR 19__	CURRENT YEAR 19__	BUDGET YEAR 19__		
A OFFICE UTILIZATION RATE ESTIMATES <small>(NOTE: Only agencies that classify their rented or owned office space according to actual use rather than predominant use will be able to complete items 2, 3, and 4)</small>	1 GSA CONTROLLED SPACE	AVERAGE OFFICE UTILIZATION RATE						
		SUPPLEMENTAL SPACE FACTOR						
		ADJUSTED OFFICE UTILIZATION RATE						
	2 AGENCY-RENTED SPACE	AVERAGE OFFICE UTILIZATION RATE						
		SUPPLEMENTAL SPACE FACTOR						
		ADJUSTED OFFICE UTILIZATION RATE						
	3 AGENCY-OWNED SPACE	AVERAGE OFFICE UTILIZATION RATE						
		SUPPLEMENTAL SPACE FACTOR						
		ADJUSTED OFFICE UTILIZATION RATE						
	4 TOTAL SPACE	AVERAGE OFFICE UTILIZATION RATE						
SUPPLEMENTAL SPACE FACTOR								
ADJUSTED OFFICE UTILIZATION RATE								
5 FY UTILIZATION RATE OF 135 WILL BE ACHIEVED								
		GSA CONTROLLED SPACE	AGENCY-CONTROLLED SPACE					
B. PERSONNEL AND WORK-STATION ESTIMATES <small>(Applies only to space reported on this form.)</small> <small>NOTE: Only agencies that classify their rented or owned office space according to actual use rather than predominant use will be able to complete items 3b, 3c, and 3d.</small>	1. TOTAL AGENCY FTE							
	2 PERSONNEL	a GSA CONTROLLED SPACE	PERMANENT					
			PEAK PT AND CYCLICAL					
			NON-AGENCY					
				TOTAL GSA SPACE				
		b AGENCY-RENTED SPACE	PERMANENT					
			PEAK PT AND CYCLICAL					
			NON-AGENCY					
				TOTAL AGENCY-RENTED SP				
		c AGENCY-OWNED SPACE	PERMANENT					
	PEAK PT AND CYCLICAL							
	NON-AGENCY							
			TOTAL AGENCY-OWNED SP					
	3. WORK-STATIONS	a GSA-CONTROLLED SPACE						
		b AGENCY-RENTED SPACE						
c AGENCY-OWNED SPACE								
d TOTAL WORKSTATIONS								
C. WORK SPACE ESTIMATES (\$0. FT. 000) <small>(Use end of year estimates except where noted)</small> <small>NOTE: Item 2 must include all space obtained from non-Federal sources, whether or not the agency pays for it. Items 2, 3, and 4: Agencies that classify their rented or owned space by predominant use should convert their total gross or net space to occupiable as described in Sect. 101-17.003(d) of FPMR Temp. Reg. D.73</small>	1. GSA CONTROLLED SPACE	a MARCH 15. PY BASE (Agency estimates)	OFFICE SPACE					
			NON-OFFICE SPACE (Ex park)					
			PARKING-INSIDE					
			PARKING-OUTSIDE					
			TOTAL					
	d REQUIRED	OFFICE SPACE						
		NON-OFFICE SPACE (Ex park)						
		PARKING-INSIDE						
		PARKING-OUTSIDE						
		TOTAL						
	2 AGENCY-RENTED SPACE			OFFICE SPACE				
				NON OFFICE SPACE (Ex park)				
				PARKING				
				TOTAL				
	3 AGENCY-OWNED SPACE			OFFICE SPACE				
			TOTAL					
4 TOTAL SPACE			OFFICE SPACE					
			PARKING (1b and 2 only)					
			TOTAL					
NAME AND TITLE OF PREPARER				TELEPHONE NO		DATE		

SAMPLE

WORK SPACE MANAGEMENT PLAN AND BUDGET JUSTIFICATION				INTERAGENCY REPORT CONTROL NO. 0323-GSA-XX			
AGENCY		ACCOUNT TITLE					
BUREAU		ACCOUNT ID CODE					
SECTION II – RENT AND RELATED OBLIGATION ESTIMATES				PRIOR YEAR 19__	CURRENT YEAR 19__	BUDGET YEAR 19__	
A. GSA CONTROLLED SPACE	1. AVERAGE RATES PER SQUARE FOOT (\$/Sq Ft.)	a FROM GSA RENT BILLS OR BUDGET ESTIMATES	OFFICE SPACE				
			NON-OFFICE SPACE				
			TOTAL				
		b AGENCY EST (Explain difference over +/- 5% in "REMARKS")		OFFICE SPACE			
			NON-OFFICE SPACE				
			TOTAL				
		2. AVERAGE WORK SPACE ESTIMATES (Sq Ft. 000) (To compute annual GSA rental amounts)		OFFICE SPACE			
			NON-OFFICE SPACE				
			TOTAL				
		3. ANNUAL GSA RENTAL AMOUNTS (\$000)		OFFICE SPACE			
			NON-OFFICE SPACE				
			TOTAL				
		4. ADJUSTMENTS (\$000)		- CONGRESSIONAL LIMITATIONS			
				+ JOINT USE SPACE			
			+/- OTHER (Explain in "REMARKS")				
	5. TOTAL RENTAL PAYMENTS TO GSA (\$000) (Object Class 23.1)						
	6. FUNDING SOURCES (\$000)	a DIRECT APPROPRIATION					
		b OTHER (List separately in "REMARKS")					
	7. OTHER PAYMENTS (\$000) (Object Class 25.0)	a EXTRA SERVICES (Above level provided by basic GSA rent)					
		b SUB-LEASES OF GSA CONTROLLED SPACE					
B. AGENCY-RENTED SPACE AND LAND	1. RENTAL PAYMENTS BY TYPE (\$000)		OFFICE SPACE				
			NON-OFFICE SPACE (Ex. parking)				
			PARKING				
			OTHER LAND				
		OTHER RENTALS					
	2. TOTAL RENTAL PAYMENTS TO OTHERS (\$000) (Object Class 23.2)						
	3. OTHER PAYMENTS (\$000) (Object Class 25.0)	a EXTRA SERVICES (Above level provided by basic rent)					
		b SUB-LEASES OF NON-GSA CONTROLLED SPACE					

REMARKS (If additional space necessary, attach separate sheets and key answers to item numbers)

WORK SPACE MANAGEMENT PLAN AND BUDGET JUSTIFICATION

INSTRUCTIONS FOR COMPLETING GSA FORM 3530

GENERAL

Authority. FPMR Temporary Regulation D 73, Quality Workplace Environment requires the head of each Federal agency to prepare an annual work space management plan. Both this regulation and OMB Circular No. A-11, Preparation and Submission of Budget Estimates require that agencies submit to GSA and OMB copies of their work space management plans and related rent and obligation estimates as part of their annual budget submissions.

Organization of Agency Submissions. Each agency's submission must be organized to support its budget request. This means that, for most large agencies, the agency's submission will consist of: (1) separate plans prepared by each bureau, operating entity, or other subordinate organization that makes rental payments or owns property; and (2) an agency-wide summary of the bureau plans. Agencies whose real property is held and/or paid for centrally will only have to submit a single agency-wide plan.

Fiscal Years Covered by Plans. Each plan will provide estimates for the fiscal year covered by the corresponding budget cycle. For example, for the 1989 budget cycle, the "prior year" is 1987, the "current year" is 1989, and the "budget year" is 1989.

Timing of Submissions. Plans are to be submitted to GSA and OMB with the agency's initial budget submission according to the schedule established by OMB. Agencies must also submit updated plans which reflect any changes based on OMB budget guidance for the budget year. Congressional action for the current year, and final end-of-year actual numbers for the prior year. The updated plans are due by March 1.

Agencies are encouraged to submit their plans in a computer-readable format. Those agencies wishing to do so should contact GSA for the proper record format.

SECTION I: WORK SPACE MANAGEMENT PLAN

Part A — Office Utilization Rate Estimates

Item 1 GSA-controlled space. Compute the average office utilization rate by dividing the square feet of GSA-controlled office space, including supplemental space, by the number of workstations in GSA-controlled space. Compute the adjusted office utilization rate by subtracting the supplemental space factor from the average office utilization rate. Only use supplemental space factors that have been approved by GSA. If the agency and GSA have not reached agreement on the supplemental space factors, leave these fields blank. An example for computing the adjusted office utilization rate follows:

If the average office utilization rate, including supplemental space is 135 square feet per workstation and the supplemental space factor is 15 square feet per workstation, compute the adjusted office utilization as:

$$\text{Adj office util rate} = \frac{135 - 15}{120 \text{ square feet per workstation}}$$

Items 2 and 3 Agency-rented space and agency-owned space. Compute the average and adjusted office utilization rates in the same manner as the corresponding rates for GSA-controlled space. Note that only agencies that classify their rented or owned office space according to actual use (by assignment) rather than predominant use (by building) will be able to compute rates for such space.

Item 4 Total space. Compute the agency's total average office utilization rates in the same manner as the corresponding rates for GSA-controlled space. Compute the supplemental space factor for the total agency based on the total supplemental space and workstations throughout the agency.

Note that only agencies that complete Items 2 and 3 will be able to compute office utilization rates for their total space.

Item 5 FY utilization rate of 135 will be achieved. Show separately for both GSA-controlled and agency-controlled space the fiscal years in which the agency plans to achieve the 135 square feet per workstation adjusted office utilization rate goal.

Part B — Personnel and Workstation Estimates

Item 1 Total Agency FTE. Note that these estimates only apply to work space reported on the form. For example, bureau-level plans should only report that portion of the agency's total FTE ceiling that applies to the bureau.

Item 2 Personnel. Estimate and report all personnel housed in all types of work space in the following categories: full-time permanent personnel; part-time, cyclical or temporary employees of the agency; and non-agency personnel (i.e., contractors or other agencies' staff).

Item 3 Workstations. Develop workstation estimates only for personnel housed in office space. Note that agencies that are not able to estimate separately their office space for agency-rented or agency-owned space will not be able to estimate the number of workstations in that space. However, all agencies are required to estimate the number of workstations in their GSA-controlled space. If the agency requires more workstations in its office space than the number of personnel housed there, attach a justification for this requirement.

Part C — Work Space Estimates

Item 1 GSA controlled space. Present all estimates of GSA controlled work space levels according to the categories shown on the form. Except for the "March 15, PY Base" estimates, all work space estimates should be end-of-year square footage levels. All estimates must only include work space assigned to the agency and must not include any joint use space that is shown on the GSA rent bills but is not assigned to the agency. Obtain the "March 15, PY Base" data from agency records of GSA-controlled work space rather than from the information reported by GSA in its annual rent budget estimates. Attach an explanation of any major differences (i.e., + or -5% in any category) between agency and GSA estimates and the actions taken to resolve them.

If major acquisition, renovation, or consolidation projects are required to implement an agency's plan, full details must be attached in accordance with Section 101-17.007(h) of FPMR Temporary Regulation D 73.

Items 2 and 3 Agency-rented and agency-owned space. Estimate and report separately the total occupiable work space leased directly from non-Federal sources (i.e., agency-rented space) and occupiable work space owned (i.e., agency-owned space). Non-Federal sources include commercial landlords, other governments, private individuals, universities, and other institutions. If the agency classifies its rented or owned work space according to actual use rather than predominant use, provide separate estimates of agency-rented office, non-office, and parking space and agency-owned office space. If the agency classifies its rented or owned space by predominant use, convert total gross or net square feet estimates to occupiable square feet as prescribed in Section 101-17.003(d) of FPMR Temporary Regulation D-73. Conversion factors used by agencies should be attached to the plan. Do not include in the estimate of agency-rented space any work space leased, subleased, or otherwise obtained from other Federal entities. Such work space is reported in the plans of those entities. Space leased by the agency under a lease acquisition delegation from GSA will be considered agency-rented space. Space available for temporary use by other agencies should be listed in an attachment to the plan in accordance with Section 101-17.005(e) of FPMR Temporary Regulation D 73.

Item 4 Total space. Report the total end-of-year estimates for all work space owned or paid for. Note that only those agencies that report their rented and owned office space and parking will be able to provide subtotals of their total work space in these categories. The total office space should be the sum of only the office space shown in items 1b, 2 and 3. The total line in item 4 will reflect non-office space and should be the sum of the totals shown in items 1b, 2 and 3.

SECTION II: RENT AND RELATED OBLIGATION ESTIMATES

Agencies that wish to do so may use this section to report to OMB the budget information that it requires to justify estimated rental payments for space and land. Otherwise, agencies are required to submit to OMB Section I of this form and a separate report in the format of Exhibit 24D in the OMB budget circular. The following instructions for completing Section II of this form are consistent with OMB guidance.

Part A — GSA-Controlled Space

Item 1 Average rates per square foot. Report the average GSA rental rates for each year based on the most recent GSA rent bills or budget estimates for that year. Then, show the average rental rate estimates used by the agency to compute its annual GSA rental amounts. If the agency's estimates differ from the corresponding GSA-published rates by more than 5%, attach an explanation of those differences.

Item 2 Average work space estimates. Compute and report average work space estimates for each fiscal year that are weighted to reflect the size and timing of planned increases and decreases from the end of year square footage estimates shown in Section I. Do not include any joint-use space in the average work space estimates.

Item 3 Annual GSA rental amounts. Compute the estimated total annual GSA rental amounts for each fiscal year by multiplying the average work space estimates for the year by the corresponding average rental rates.

INSTRUCTIONS FOR COMPLETING GSA FORM 3530

Item 4. Adjustments: Estimate and report separately any adjustments that must be made to the estimated annual GSA rental amounts to determine the final obligation estimates for rental payments to GSA. Guidance on these adjustments is given in Section 24.4 of the OMB budget circular.

Item 5. Total rental payments to GSA: Compute the final obligation estimates for total rental payments to GSA for each year as the sum of the total annual GSA rental payment plus or minus the indicated rent adjustments. Verify that these estimates equal the corresponding amounts reported to OMB under object class 23.1 in the object classification schedule.

Item 6. Funding source: Indicate the amount of the estimated obligations funded out of direct appropriations to the agency and the amount funded from other sources (e.g., revolving funds or reimbursements).

Item 7. Other payments: Estimate and report any payments for extra services (e.g., cleaning, security, etc.) in GSA controlled space beyond those services provided by the basic GSA rental rate. Also estimate and report any reimbursements to be made to other agencies or bureaus for GSA-controlled space subleased by the agency but for which the other agencies or bureaus actually pay GSA. Such space and the rental payments associated with it are reported by the agency or bureau that pays GSA. Include both types of estimates in the amount reported to OMB under object class 25.0 in the object classification schedule.

Part B — Agency-Rented Space and Land

Item 1. Rental payments by type: For space, other structures and facilities and land rented by the agency from non-Federal sources (e.g., commercial landlords, other governments, private owners, etc.), estimate and report separately the annual rental payments for office space, non-office space (excluding parking if identified separately), parking, other land, and other rentals (e.g., other structures and facilities).

Item 2. Total rental payments to others: Compute and report the total rental payments to others (i.e., to non-Federal sources) for each year as the sum of the rental payments by type for that year. Verify that these totals equal the corresponding amounts reported to OMB under object class 23.2 in the object classification schedule.

Item 3. Other payments: Estimate any payments for extra services (e.g., cleaning, security, etc.) in space obtained from non-Federal sources beyond those services provided by the basic rental rate. Also estimate any reimbursements to other agencies or bureaus for any non-GSA space which the other agencies own or for which those agencies pay non-Federal sources. Such space and any rental payments associated with it are reported by the agency or bureau that owns the space or pays the rent bill. Include both types of estimates in the amounts reported to OMB under object class 25.0 in the object classification schedule.

SUMMARY OF POTENTIAL ATTACHMENTS

(NOTE: Please refer to the following attachment numbers when combining separate attachments on a single sheet of paper.)

1. Justification for number of workstations exceeding number of personnel in office space.
2. Explanation of differences of 5% or more between GSA and agency estimates of "March 15 PY Base" square footage.
3. List of major acquisitions, renovations, or consolidations required to implement agency plan. This list must also include timing, amount of work space, and cost of each action.
4. Conversion factors used by agencies that classify their owned or rented work space by predominate rather than actual use in converting gross or net square footage estimates to occupiable square footage.
5. Explanation of differences of 5% or more between GSA and agency average rates per square foot used to compute annual GSA rental amounts.
6. Explanation of unusual adjustments to annual GSA rental amounts to determine annual obligations estimates.
7. List of vacant, agency-controlled space available for use by other Federal agencies.

INSTRUCTIONS FOR COMPLETING GSA FORM 3530 CONTINUED

REAL PROPERTY MANAGEMENT MANUAL
COMDTINST M11011.9B

FORMS

- A. Obtaining Forms. All forms authorized by this manual are available through the Supply Center (SUPCEN) Brooklyn unless otherwise stated in this Part. Submit unfunded requisitions per the Catalog of Forms (COMDTINST M5213.6 series) to SUPCEN Brooklyn.
- B. Altering and Reproducing Forms.
 - 1. Altering any Coast Guard or other government agency (OGA) form is prohibited unless prior approval is obtained from Commandant (G-TIS).
 - 2. Coast Guard and OGA forms may not be reproduced locally unless prior approval is obtained from Commandant (G-TIS) or as authorized by this manual.
- C. Overprinting. Coast Guard and OGA forms may be overprinted with names, addresses and other uniform entries that are consistent with the purpose of the form and that do not alter the form in any other way. Exception approval for overprinting is not needed.
- D. Computer Preparation. Forms authorized in this manual may be computer prepared. Provide a copy of each form adopted for computer preparation to Commandant (G-ECV). Exception approval for computer preparation is not needed.
- E. Listing of Forms. Forms are listed in numerical sequence by form number. Forward request for forms without a stock number to Commandant (G-ECV) unless otherwise noted.

NUMERICAL LISTING OF FORMS

<u>TYPE</u>	<u>NUMBER</u>	<u>NAME</u>	<u>S/N</u>	<u>U/I</u>
SF	2	U.S. GOVERNMENT LEASE FOR REAL PROPERTY	7540-00-634-3958	HD
SF	2A	GENERAL PROVISIONS CERTIFICATION & INSTRUCTIONS	7540-00-900-7101	HD
SF	2B	U.S. GOVERNMENT LEASE FOR REAL PROPERTY (SHORT)	7540-00-900-7102	HD
SF	81	REQUEST FOR SPACE	7540-00-634-4030	HD
SF	118	REPORT OF EXCESS REAL PROPERTY	7540-00-634-4069	HD
SF	118A	SCHEDULE A-BUILDINGS, STRUCTURES, UTILITIES	7540-00-634-4070	HD
SF	118B	SCHEDULE B - LAND	7540-00-634-4071	HD
SF	118C	SCHEDULE C - RELATED PERSONAL PROPERTY	7540-00-634-4072	HD
AF	227	QUARTERS CONDITION INSPECTION REPORT	7530-01-GF3-0680	SH
DD	1144	SUPPORT AGREEMENT	0102-LF-001-1441	PD
GSA	1166	ANNUAL REPORT OF REAL PROPERTY OWNED BY OR LEASED	COMDT (G-ECV)	SH
GSA	1209	SUMMARY OF NUMBER OF INSTALLATIONS OWNED BY U.S.	COMDT (G-ECV)	SH
GSA	1209A	COMPARATIVE SUMMARY OF PROPERTIES LEASED TO U.S.	COMDT (G-ECV)	SH
GSA	1334	REQUEST FOR TRANSFER OF EXCESS REAL PROPERTY	COMDT (G-ECV)	SH
CG	2582	PROCEEDINGS OF A BOARD OF SURVEY	7530-00-F01-1440	SH
GS	2974	STATUS REPORT FOR FEDERALLY FUNDED OR LEASED BLDGS	COMDT (G-ECV)	SH
GSA	2997	ANNUAL REPORT ON RELOCATION & REAL PROPERTY ACQ.	COMDT (G-ECV)	SH
GSA	3530	WORK SPACE MANAGEMENT PLAN & BUDGET JUSTIFICATION	COMDT (G-ECV)	SH
CG	4122	PERMIT FOR USE OF REAL PROPERTY BY OTHER FED.AGEN.	7530-00-F01-6030	HD
CG	4144	OPERATING GUIDE SUMMARY OF BUDGET ESTIMATES	7530-00-F01-6220	HD
CGHQ	4412	JOURNAL VOUCHER FOR TRANSFERS - APPROPRIATIONS	COMDT (G-CAC)	SH
FAA	5100.42	REAL ESTATE APPRAISAL - SHORT FORM	COMDT (G-ECV)	SE
CG	5480	REAL PROPERTY BOARD OF SURVEY CHECK-IN SHEET	REPRODUCE LOCALLY	EA
NAVFAC	11011/6	CONTRACT FOR TITLE EVIDENCE	0105-LF-036-0600	PG

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