

~~5711~~ 11000

27 September 1966

From: Commanding Officer, USCGC LORAN Station, Sylt
To: Commander, Coast Guard Activities Europe
To: Commanding Officer, Loran Station, Sylt
Subj: RR Crossing Agreement

1. Original and one copy of the executed Agreement are returned for delivery to the SVG & FRG authorities. One copy is returned for the station files.

2. Two copies of the agreement should be returned to this unit for
 deliverance to the SVG and FBI authorities.

H. A. DAVENPORT
By direction

Encl: (1) RR crossing agreement
(orig. and two copies)

Copy to:
Commandant (FS) with enclosure

FILE

m 9-27

c	m	adm	sty	oia		TYP
						hla
						oia
						(HA)



TREASURY DEPARTMENT
UNITED STATES COAST GUARD

Address reply to:

Commanding Officer
USCG Loran Station
Sylt, Germany
APO 09069 NY NY

•11011

7 September 1966

SER 312

From: Commanding Officer, USCG LORAN Station, Sylt
To: Commander Coast Guard Activities Europe

Subj: Railroad Crossing Agreement

Ref: (a) COMCOGACTEUR ltr 11011 dtd 20 May 1966

1. The revised railroad crossing agreement and English translation is enclosed herewith and submitted for final approval and signature.
2. Two copies of the agreement should be returned to this unit for deliverance to the SVG and FRG authorities.

P. J. KIES

Encl: 3 copies RR agreement w/translation

COMMANDER
U.S. COAST GUARD ACTIVITIES, EUROPE

22 SEP 1966

[illegible]

Keep Freedom in Your Future With U.S. Savings Bonds

CONTRACT

about the use of the crossing at train Km 12 of the tramcar of the Sylter Verkehrsgesellschaft section Westerland-Hoernum.

Whereas the technical train supervisor at the Ministry for Economy and Traffic of the State of Schleswig Holstein, Section Traffic, Kiel has approved the plans for a crossing at the Loran Station, Sylt, and;

Whereas the Duetsche Bundespost has constructed such a crossing for the user of the Loran Station, and;

Whereas the Federal Republic of Germany has transferred the Loran Station to the U. S. Coast Guard for their use, the following Utilization Contract is made between Sylter Verkehrsgesellschaft m.b.H. (SVG) Westerland/Sylt, the

Federal Republic of Germany represented by the Bundesvermoegensstelle Westerland/Sylt, and the

United States of America represented by the Commander, U. S. Coast Guard Activities, Europe, London, England, called "user" in the following text.

1

The user is authorized to use a private road crossing the rails of the SVG-tramcar section Westerland-Hoernum from LIO 24 up to their area at train Km. 12 at the same level. This crossing is provided for authorized people only. The user has in operation for the crossing-safety, a (3) three m broad road in accordance with drawing SVG No. 6201. Further, the user has installed signs on both sides of the road which explain that this is a private crossing and is forbidden to unauthorized people. The text of the sign is as follows:

Private Crossing

forbidden to unauthorized people to go ahead.

2

The user also takes care that the section-telephone cable will be in no way be interfered by the traffic of crossing the private road or in any other way. In case such interferences should be suspected or occur afterwards, the user will take steps at their costs that the section telephone and consequently the train operation are guaranteed.

3

The maintenance of the crossing in that immediate area of the rail (in acc. drawing SVG No. 6201) will be carried out by SVG. Costs arising from the maintenance will be paid by the user. The user will be billed by SVG, to be paid within 30 days without deduction. The signs erected by the user are put up at their cost and will be kept in such a condition that they will always be readable.

4

The users of the crossing, drivers of vehicles as well as pedestrians, are to be instructed by the user to take greatest care on crossing the rails. Before crossing they must assure themselves whether the way is clear. If a train is approaching they must stop in sufficient distance. Unauthorized people will be refused entry by the user.

5

Charges arising from operation of this agreement will be paid expeditiously.

6

In case of accident or damage at the crossing, the user will indemnify the SVG against claims by third parties to the extent the United States is responsible to the Federal Republic of Germany under the provisions of the Agreement between the parties to the North Atlantic Treaty regarding the Status of their Forces of June 19, 1951, the Supplementary Agreement of August 3, 1959 to this Agreement, and pertinent administrative agreements entered pursuant to the principal agreements as stated in the land transfer agreement for the Loran Station.

7

The contract comes in force for an undefined time. It can be cancelled at any time on both sides agreement or it can be transferred to the following contract partner. Besides that there is 1 (one) year notice to the end of a year.

8

This contract will be executed in triplicate. Each of the partners receive one copy. Place of court is Westerland/Sylt.

-execution-

1. SVG
2. FRG
3. USCG

11011

27 May 1966

FIRST ENDORSEMENT ON COMCOGACTEUR 1tr 11011 of 20 MAY 1966

From: Commander, North Atlantic Section
To: Commanding Officer, LORSTA SYLT

Subj: Railroad Crossing Agreement

1. Forwarded for compliance.

D. T. HAISLIP

2. As stated by Capt. Marshall, possession of the crossing to the station is the responsibility of FHO under Article 22-2(a) of the 1979 Supplemental Agreement. FHO has a fee lease title. A road exists, and a crossing was built. What is in issue are two basically two things: first, cost of maintenance of the crossing, and second, liability to third parties if the crossing is so bad as the land user would be liable under German law when he is authorized a private crossing. The answer is clear that we should pay for maintenance of the crossing and signs, and that we would be liable to the FHO in the normal course of events for improper use of the crossing regardless of who executed the "contract". Claims processing would be done under the RFO procedure in any case, even if we executed the agreement. The problem is how to satisfy the requirements of the railroad company, the State of Brandenburg, Holstein, FHO, and the U. S. in a cost package. There is a three party contract or agreement between the railroad, the Coast Guard, and a local FHO representative recognizing the existing situation and our responsibilities.

TYPIST	ORIG.	EEB	RELE	ET		XO	CO
TBJ							

11011

20 May 1966

From: Commander, Coast Guard Activities Europe
 To: Commanding Officer, Loran Transmitting Station, Sylt
 Via: Commander, North Atlantic Section

Subj: Railroad Crossing Agreement

1. A revised land transfer agreement was previously returned to you for transmission to the local Federation property authorities. The crossing agreement was purposely omitted from that agreement in order to keep it as uncomplicated as possible.
2. As stated by Capt. Moreland, provision of suitable access to the station is the responsibility of FRG under Article 48-1(c) of the 1959 Supplemental Agreement. FRG has in fact done this. A road exists, and a crossing was built. What is in issue now are basically two things: first, cost of maintenance of the crossing, and second, liability to third parties using the crossing in so far as the land user would be liable under German law when he is authorized a private crossing. The answer is clear that we should pay for maintenance of the crossing and signs, and that we would be liable to the FRG in the normal course of events for improper use of the crossing regardless of who executed the "contract". Claims processing would be done under the NATO procedure in any case, even if we executed the agreement. The problem is how to satisfy the requirements of the railroad company, the State of Schleswig Holstein, FRG, and the U. S. in a neat package. One way is a three party contract or agreement between the railroad, the Coast Guard, and a local FRG representative recognizing the existing situation and our responsibilities.
3. The enclosed draft agreement is designed to accomplish this purpose. It is requested you translate this agreement and consult with the local representatives of the SVG and FRG property ministry. If they agree with this method, have them resubmit a new "contract" along these lines:

C. I. STEELE

Encl: (1) Draft Agreement

c	m	adm	ecv	o&a		TYP
dc		p	f	secv	o	hdd
ATE					ec	HQS

CONTRACT

about the use of the crossing at train Km 12 of the tramcar of the Sylter Verkehrsgesellschaft section Westerland-Hoernum.

Whereas the technical train supervisor at the Ministry for Economy and Traffic of the State of Schleswig Holstein, Section Traffic, Kiel has approved the plans for a crossing at the Loran Station, Sylt, and;

Whereas the Deutsche Bundespost has constructed such a crossing for the user of the Loran Station, and;

Whereas the Federal Republic of Germany has transferred the Loran Station to the U. S. Coast Guard for their use, the following Utilization Contract is made between Sylter Verkehrsgesellschaft m.b.H. (SVG) Westerland/Sylt, the

Federal Republic of Germany represented by the Bundesvermoegensstelle Westerland/Sylt, and the

United States of America represented by the Commander, U. S. Coast Guard Activities, Europe, London, England, called "user" in the following text.

1

The user is authorized to use a private road crossing the rails of the SVG-tramcar section Westerland-Hoernum from LIO 24 up to their area at train Km. 12 at the same level. This crossing is provided for authorized people only. The user has in operation for the crossing-safety, a (3) three m broad road in accordance with drawing SVG No. 6201. Further, the user has installed signs on both sides of the road which explain that this is a private crossing and is forbidden to unauthorized people. The text of the sign is as follows:

Private Crossing

forbidden to unauthorized people to go ahead.

2

The user also takes care that the section-telephone cable will be in no way be interfered by the traffic of crossing the private road or in any other way. In case such interferences should be suspected or occur afterwards, the user will take steps at their costs that the section telephone and consequently the train operation are guaranteed.

TREASURY DEPARTMENT
UNITED STATES COAST GUARD

3

The maintenance of the crossing in that immediate area of the rails (in acc. drawing SVG No. 6201) will be carried out by SVG. Costs arising from the maintenance will be paid by the user. The user will be billed by SVG, to be paid within 30 days without deduction. The signs erected by the user are put up at their cost and will be kept in such a condition that they will always be readable.

4

The users of the crossing, drivers of vehicles as well as pedestrians, are to be instructed by the user to take greatest care on crossing the rails. Before crossing they must assure themselves whether the way is clear. If a train is approaching they must stop in sufficient distance. Unauthorized people will be refused entry by the user.

5

Charges arising from operation of this agreement will be paid expeditiously.

6

In case of accident or damage at the crossing, the user will indemnify the SVG against claims by third parties to the extent the United States is responsible to the Federal Republic of Germany under the provisions of the Agreement between the parties to the North Atlantic Treaty regarding the Status of their Forces of June 19, 1951, the Supplementary Agreement of August 3, 1959 to this Agreement, and pertinent administrative agreements entered pursuant to the principal agreements as stated in the land transfer agreement for the Loran Station.

7

The contract comes in force for an indefinite time. It can be cancelled at any time on both sides agreement or it can be transferred to the following contract partner. Besides that there is 1 (one) year notice to the end of a year.

8

This contract will be executed in triplicate. Each of the partners receive one copy. Place of court is Westerland/Sylt.

-execution-

1. SVG
2. FRG
3. USCG



TREASURY DEPARTMENT
UNITED STATES COAST GUARD

Address reply to:
Commanding Officer
USCG Loran Station
2281 Puan Klent/Sylt
Germany

108	m	adm	10A	ecv	o&c	TYP
dc						
	p	f	ecv	o	no	ORG
RTE						

11011
8 April 1966
SER 173

From: Commanding Officer, USCG Loran Station, Sylt
To: Commander, Coast Guard Activities, Europe
Via: Commander, North Atlantic Section

U.S. COAST GUARD ACTIVITIES, EUROPE
14 APR 1966

Subj: Railroad Crossing Agreement LTS Sylt

1. Enclosed herewith is correspondence between this unit and the SJA Bremerhaven concerning the railroad crossing at LTS Sylt.
2. Capt. Moreland suggests if the Coast Guard does not want to incorporate the crossing agreement in the land accommodation agreement, we should contact the U.S. Army Corps of Engineers at Heidelberg, as these people handle all NATO land agreements in the FRG.

P. J. KIES

Encl: Memo from Capt. Moreland
RR Crossing agreement w/translation

See Art 48 + 49
1959 Ag.

See Art 41 clause
+ ART VIII - 1951 NATO

11011
12 April 1966

FIRST ENDORSEMENT

From: Commander, North Atlantic Section
To: Commander, Coast Guard Activities, Europe

1. Forwarded, recommending that the railroad crossing agreement be incorporated in the land accommodation agreement. A proposed land accommodation agreement has been forwarded by CO, LORSTA Sylt ltr 4390, Serial 150 of 11 March 1966.

D. T. Haislip
D. T. Haislip

Let's take the ball on this agreement -
contract business and have all these
people send them here! *[Signature]*



Keep Freedom in Your Future With U.S. Savings Bonds

HEADQUARTERS
UNITED STATES ARMY TERMINAL COMMAND, EUROPE
Office of the Staff Judge Advocate
APO US FORCES 09069

AEZB-JA

4 April 1966

MEMORANDUM FOR: LtJG Kies, US Coast Guard Sylt

SUBJECT: Railroad Crossing Agreement

1. As per our conversation of 29 March 1966 the attached file is returned for processing through your command channels in accordance with the following comment:

Article 48 1(a) and (c) of the Supplementary Agreement to the NATO Status of Forces Agreement provides that the accommodation requirements of a force shall be satisfied in accordance with that agreement by notification to the Federal Republic of Germany of our needs and further providing that agreements concluded pursuant thereto shall include provision for access to the accommodation. In view of these provisions Clause 6 of the proposed contract would not be a proper matter for private contract.

2. Since it is my understanding that the accommodation requirements of your activity are still under negotiation it is suggested that issue of access be included in those negotiations. If my understanding is incorrect then such access requirements would be the proper subject for a separate accommodation request.

3. I hope that these terse comments will be helpful. If we can be of further assistance please ask. I look forward to seeing you on your next trip to Bremerhaven.

12 APR 1966			
TO	FROM	DATE	REMARKS
CG			
ADJ			
(1)			
(2)			
FE			
(1)			
(2)			
(3)			

Joseph A. Moreland
JOSEPH A. MORELAND
Captain, JAGC
Asst Staff Judge Advocate

Sylter Verkehrsgesellschaft

Registered

Commander North Atlantic Section
U.S. Coast Guard
American Embassy
Kopenhagen/Daenemark

Subj.: Establishment of a crossing at the south section of the Sylter
Verkehrsgesellschaft at Km 12

Dear Gentlemen.

Attached we forward a photokopy of a letter of the Deutschen Bundespost Oberpostdirektion Kiel dat. 14. Jan 66. In this letter we are informed that the contract of utilization required by the authorising office of the State Government of Schleswig Holstein be changed, Up to now this contract has been made between the Bundespost and us and due to the change of the responsibility it is now to be made with you. Furthermore we forward a photocopy of the up to now existing contract. It is requested if you are prepared to make another contract with us in the same wording. If so we would be pleased if you would send us a corresponding changed contract so that we can return it to you after our signature, One copy we would like to keep for us.

We are also prepared to write the contract by us and to forward it for your signature.

Deutsche Bundespost
Oberpostdirektion Kiel

Registered

To
Sylter Verkehrsgesellschaft m.b.H.
Strassenbahnbetrieb
228 Westerland
Schliessfach 56

Subj.: Establishment of a crossing at the south section of the
Sylter Verkehrsgesellschaft at Km 12

Dear gentlemen.

Between the Bundespost(Oberpostdirektion Kiel) and your traffic-company a contract has been made, dat. 15.2/4.3.1963 for the use of a crossing at train Km. 12 of the tramcar of the Sylter Verkehrsgesellschaft, Westerland/Hoernum. The use of the crossing became necessary due to the operation of the station. With effect from 1. January 1966 the responsibility has gone into the Coast-Guard, Kopenhagen. The Bundespost has no more relation to the station. Therefore you are requested to make a new contract with the U.S. Coast Guard referring the use of the crossing at Km 12.

The adress of the appropriate Office is:

Commander North Atlantic Section
American Embassy
Kopenhagen
Daenemark

It is requested that the transfer of the a/n contract to the U.S. Coast Guard be confirmed.

about the use of the crossing at train Km 12 of the tramcar of the Sylter Verkehrsgesellschaft section Westerland-Hoernum.

After the confirmation of the plans by the technical train supervisor at the ministry for economy and traffic of the State Schleswig Holstein Section traffic in Kiel the following

Utilization Contract

is made between

Sylter Verkehrsgesellschaft m.b.H.(SVG)
Westerland/Sylt

and the

Federal Republik Deutschland
Deutsche Bundespost (DBP)

represented by the Praesident of the Oberpostdirektion Kiel

Kretschmann

represented by Oberpostbaurat Dipl.-Ing von Scheidt.

1

The DBP is authorised to use a private road crossing the rails of the SVG-tramcar section Westerland-Hoernum from LIO 24 up to their area at train Km.12 at the same level. This crossing is provided for authorised people only.

The DBP makes for the crossing-safety a(3) three m broad road in accordance with drawing SVG No.6201. Further the DBP puts up signs on both sides of the road which explain that this is a private crossing and is forbidden to unauthorised people.

The text is as follows:

Privat crossing

forbidden to unauthorised people to go ahead

Deutsche Bundespost
Oberpostdirektion Kiel

The DBP takes over the full costs for the above mentioned arrangements.

2

The DBP also takes care that the sections-telephone cable will be in no way be interfered by the traffic of ~~the~~ crossing the private road or in any other way. In case such interferences should be suspected or occur afterwards the DBP has to take steps on their costs that the section telephone and consequently the train operation are guaranteed.

3

The maintenance of the crossing in that immediate area of the rails (in acc. drawing SVG No. 6201) will be carried out by SVG. Arising costs by the maintenance be paid by the DBP. The DBP will be charged by SVG and the is to be paid inside 30 days in cash without any deduction. The signs to be erected by DBP are to be put by the DBP on their costs and they are kept in such a condition that they are always readable.

4

The user of the crossing as well drivers of vehicles as pedestrians are to be instructed by DBP to take greatest care on crossing the rails. Before crossing they have to ensure themselves if a train is approaching, in this case they have to stop in sufficient distance. Unauthorised people are to be sent away by DBP.

5

Charges raised by the authorising office are to be paid by DBP in cash inside 30 days without any deduction.

6

On accidents liability comes in force as far as the tramcar is involved it is the Reichshaftpflichtgesetz for railtrains. The DBP is responsible to SVG for all claims occurring. ~~The DBP takes over the full~~

out of damages at persons and material which are in connection with rail crossing. The DBP keeps away all liabilities from SVG which occur by private rail crossing.

7

The contract comes in force for an undefined time. It can be cancelled at any time on both sides agreement or it can be transferred to the following contract partner. Besides that there is 1 (one) year notice to the end of a year.

8

This contract will be raised in duplicate. Each of the ~~partners~~ partners receives one copy.

Place of court is Westerland/Sylt

Westerland, 4th March 1963