

**AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF KOREA
ON THE RELOCATION OF UNITED STATES FORCES
FROM THE SEOUL METROPOLITAN AREA**

The United States of America and the Republic of Korea (hereinafter referred to respectively as the US, the ROK, and collectively as "the Parties"),

Based upon the Mutual Defense Treaty between the Republic of Korea and the United States of America (hereinafter referred to as "the Mutual Defense Treaty") and the Agreement under Article IV of the Mutual Defense Treaty between the United States of America and the Republic of Korea, Regarding Facilities and Areas and the Status of United States Armed Forces in the Republic of Korea, and its subsequent amendments (hereinafter referred to as "the SOFA");

Desiring that the US-ROK alliance be comprehensively enhanced by consolidating US forces around key hubs and by relocating Headquarters United Nations Command (UNC), US-ROK Combined Forces Command (CFC), and US Forces Korea (USFK) from the Seoul Metropolitan Area; and,

Sharing the common understanding that a timely relocation is essential for the balanced development and efficient use of ROK land and the continued growth and development of the Seoul Metropolitan Area, while enhancing force protection, readiness, quality of life, and safety, and contributing to an enduring structure of USFK for the purpose of mutual defense;

Have agreed as follows:

**ARTICLE 1
PURPOSE**

This Agreement (hereinafter referred to as "the Yongsan Relocation Plan") provides the principles, timetable, and implementing procedures required to complete the relocation of UNC, CFC, and USFK from the Seoul Metropolitan Area.

ARTICLE 2
PRINCIPLES

1. *The implementation of the relocation shall be in accordance with the SOFA.*
2. UNC, CFC, and USFK elements stationed in the Seoul Metropolitan Area shall be relocated to the Pyongtaek area and, if necessary, to other areas by mutual agreement of the Parties.
3. All relocations will be completed by 31 December 2008, with the understanding that the target date for the relocation of the UNC, CFC, and USFK Headquarters will be 31 December 2007.
4. The ROK shall provide land, facilities, moving services, and provide for other expenses directly related to the relocation. The Parties agree to optimize these requirements through close coordination and efficient planning. All facilities, services, and expenses incurred in implementing the relocation will be validated by the Parties, and paid using procedures to be established by the SOFA Joint Committee.
5. The Parties may mutually consult and make necessary adjustments to the relocation plan if there are significant changes in the requirements of USFK facilities and areas in the process of the implementation of the relocation.
6. The US shall focus available Sustainment, Restoration, and Maintenance funding into enduring facilities and areas to reduce the cost of relocation.
7. Implementation of this Agreement shall be subject to the availability of funds authorized and appropriated for this purpose by the respective national laws of the Parties.
8. Recognizing and acknowledging the importance of environmental protection in the implementation of this Agreement, the Parties agree that the US return of facilities and areas to the ROK, the ROK grant of the use of areas and replacement facilities to the US, and other relocation actions including those necessary to protect the natural environment and human health and to remedy contaminated areas shall be in accordance with the SOFA and relevant agreements.
9. The US shall return UNC, CFC, and USFK facilities and areas in the Seoul Metropolitan Area promptly, following the relocation of their required missions and functions to suitable facilities. For the purpose of this Agreement, the term "missions and functions" means those missions and functions of US forces in fulfillment of commitments identified in the Mutual Defense Treaty.
10. The Parties shall ensure that the combined operational capability, combat readiness, quality of life, and support for US forces personnel shall be maintained or enhanced as a result of the relocation.

11. The Parties shall coordinate with local and regional authorities to ensure the relocation plan and the local and regional development plans are mutually supportive; support opportunities for economic growth and development in the regions impacted by the relocations; and foster mutual understanding, support, and partnership between the affected USFK installations and local communities.

12. The disposition of facilities and areas in the Yongsan Garrison currently occupied by non-Department of Defense US Government agencies shall be arranged between the relevant authorities of the Parties.

ARTICLE 3 PROCEDURES

1. The Ad Hoc Subcommittee for the Yongsan Relocation, established by the SOFA Joint Committee, shall oversee implementation of the relocation, make recommendations on relevant matters, and create working groups to discuss and develop recommendations concerning implementation, as appropriate.

2. Facilities shall be provided in kind by the ROK, following the procedures as developed by the SOFA Joint Committee. In accordance with the procedures, the Parties shall jointly develop a comprehensive Master Plan for the relocation. The Master Plan shall provide programming documentation for facilities required to implement this Agreement.

3. UNC, CFC, and USFK shall maintain elements in Seoul to facilitate liaison with ROK government agencies. The size, scope, and location of these residual elements shall be determined by mutual agreement as part of the comprehensive Master Plan to be jointly prepared by the Parties.

ARTICLE 4

LAND AND FACILITIES REQUIREMENTS

1. Required facilities include headquarters, administrative, medical, support and quality of life facilities, living quarters for USFK personnel and accompanying family members, command control communications computers and information (C4I) infrastructure, utilities distribution/collection systems, paved access roads, drainage, area lighting, landscaping, fencing, gates, and any other site development necessary for a complete, secure, and usable facility. Among the required facilities above, the Parties agree to arrange the provision of military family housing at agreed locations in the following manner:

a. The ROK will provide replacement housing for all US Department of Defense (DOD) owned housing currently in the Yongsan Garrison.

b. The US will rent or lease all other required housing at US expense. The ROK shall provide administrative support and assistance, such as resolution of land and planning issues, to ensure timely provision of the housing to support the relocation.

2. Facilities requirements shall be based upon US DOD standards, consistent with similar facilities being constructed for the US, and all reasonable efforts shall be made to minimize construction costs. Facilities for CFC shall meet ROK and US standards.

3. The estimated land requirements to implement the Yongsan Relocation Plan shall be in the range of 425 acres/520,000 pyong. The precise size and boundaries of the land to be granted to the US shall be determined by the SOFA Joint Committee.

4. The ROK will grant the use of land and facilities to the US in accordance with the SOFA.

ARTICLE 5

FUNDING

1. The ROK shall provide funding or services for the following expenses incurred in implementing the Yongsan Relocation Plan:

a. Land and facilities: Land shall be provided as set out in Article 4 of this Agreement. The ROK shall fund mutually agreed expenses associated with planning, programming, design and construction of facilities.

b. Transportation services required to relocate designated units and personnel.

c. Other expenses validated by the Parties as unavoidable miscellaneous costs directly related to the relocation, and that may not be included in Article 5, paragraphs 1.a., 1.b., and 3.

2. The ROK shall not be responsible for compensation for lost Morale-Welfare-Recreational facilities revenue, or compensation for any claims against the US to which relevant provisions of the SOFA are not applicable. Claims presented to the US arising out of activities under this agreement and not falling within the SOFA will be resolved through the administrative settlement procedure of USFK in accordance with the laws and regulations applicable to USFK. This provision, however, shall not prejudice any right of claimants to file a civil suit. Claims to which relevant provisions of the SOFA are applicable will be dealt with in accordance with the SOFA.

3. The Parties shall arrange C4I matters related to the relocation in the following manner:

a. The ROK shall provide C4I infrastructure in the new facilities in accordance with the master plan, and relocate the existing C4I equipment for UNC, CFC, and USFK. If certain equipment is not reusable or its relocation is expected to cost more than its replacement, it will be replaced. The ROK's contribution for replacement of equipment shall not exceed nine (9) million U.S. dollars.

b. ROK-US joint C4I upgrade and development programs currently planned and programmed for UNC and CFC will continue as planned, independent of Yongsan Relocation. C4I upgrade or improvement for USFK shall be funded by the US.

ARTICLE 6

IMPLEMENTING ARRANGEMENTS

The Parties may conclude, through the SOFA Joint Committee, implementing arrangements on procedural and technical details in order to facilitate the relocation in accordance with this Agreement.

ARTICLE 7

ENTRY INTO FORCE AND AMENDMENT

1. This Agreement shall enter into force on the date when the Parties exchange written notifications that their respective legal requirements for the entry into force of this Agreement have been fulfilled.

2. This Agreement may be amended in writing by mutual consent of the Parties.

ARTICLE 8
DURATION AND TERMINATION

This Agreement shall remain in force until the completion of the Yongsan Relocation Plan, unless either Party notifies the other in writing, one year in advance, of its intention to terminate it.

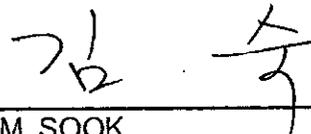
IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate at Seoul, Republic of Korea this 26th day October 2004, in the English and Korean languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA FOR THE REPUBLIC OF KOREA



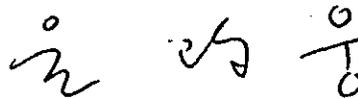
GARRY R. TREXLER
Lieutenant General
United States Air Force
United States Representative to the
US-ROK SOFA Joint Committee



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Director-General
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