

## INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE

1. This form of lease shall be used by the Department of Commerce, Civil Aeronautics Administration, in the leasing of sites for air navigation purposes. After proper execution by the lessor, the lease shall be submitted in quadruplicate to the Department of Commerce, Civil Aeronautics Administration, for acceptance by its contracting officer.

2. The lease shall be dated and the full name and address of the lessor clearly shown in article 1. The premises shall be fully described in article 2 and the area shown. The location by reference to county and State, shall also be shown.

3. Whenever the lease is executed by the attorney, agent, or trustee on behalf of the lessor, three authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.

4. 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.

5. 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 same on its behalf, duly attested. The corporate certificate on page 3 of the lease shall be properly filled in and the corporate seal affixed. If the corporation does not have a seal, that should be stated on the certificate.

6. Whenever the lease is executed by an administrator or executor on behalf of an estate, authenticated copies of the appropriate court order or probate certificate, evidencing his appointment as such by the court having jurisdiction over the administration of the estate, shall be attached. Real estate ordinarily vests in the heirs or devisees of the deceased owner and the fact that an executor or administrator has been appointed does not necessarily authorize him to lease such property. Therefore, in addition to furnishing evidence of the appointment of the executor or administrator the authority of the executor or administrator to lease such property shall be shown by the furnishing of (a) an authenticated copy of an order of the court having jurisdiction over the administration of the estate; or (b) a certified copy of an extract from the laws of the State where the property is located, with citations of the statutes extracted; or (c) an authenticated copy of the probated will, if any.

7. If in connection with the use of the leased premises, the lessor is agreeable to furnishing as part of the rental consideration certain facilities and/or services, other than personal services, or is agreeable to granting any additional rights and privileges not specifically indicated in the lease, provision therefor shall be made under article 6.

8. If the premises are mortgaged the "Subordination of Mortgage Clause" shown on page 3 shall be filled in and signed by the mortgagee. If the premises are not mortgaged, the word "None" shall be indicated in the space provided for the signature of the mortgagee.

9. If in addition to the mortgagee, there is any other person having an interest in the premises, his or her written approval for the use of the premises by the United States for the desired purpose shall be indicated on the lease.

10. There shall be no deviation from this form of lease without prior authorization by the Director of Procurement, except—

(a) The first paragraph, page 2, beginning "Together with," may be deleted if the premises are not to be used to land and operate aircraft.

(b) Article 3 may be drafted to cover a monthly tenancy or other period less than a year, if desired.

(c) In article 5 if a renewal for a specified period other than a year, or for a period optional with the Government is desired, the phrase "from year to year" may be deleted and proper substitution made. If the right of renewal is not desired or cannot be secured, article 5 may be deleted.

(d) Additional provisions, relating to the particular subject matter that may be mutually agreed upon, may be inserted, if not in conflict with the standard provisions.

11. When additional provisions, relating to the particular subject matter that may be mutually agreed upon, are inserted or when necessary deletions or other alterations are made before the signing of the lease by the lessor, notation shall be made in the blank space following article 11 to the effect that they were made before the signing of the lease; if made after the signing of the lease, they shall be properly initialed by the lessor.

12. If the property leased is located in a State requiring the recording of lease in order to protect the tenant's rights, care should be taken to comply with all such statutory requirements.

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