

U.S. Department of Commerce  
National Oceanic and Atmospheric Administration

**LICENSE FOR USE OF REAL PROPERTY**

Date: \_\_\_\_\_

Grantor: \_\_\_\_\_  
Address: \_\_\_\_\_

WITNESSETH: That, in consideration of the benefits to the GRANTOR and to the UNITED STATES OF AMERICA, hereinafter referred to as the GOVERNMENT, and of the covenants and agreements to be kept and performed by the GOVERNMENT, the GRANTOR, pursuant to 49 U.S.C. 47107(a)(12), which provides that airport owners or operators will furnish without cost to the Federal Government for use in connection with weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings necessary or desirable for construction at Federal expense of space or facilities for such purposes, does by these presents hereby grant, at no cost, a License for the use of the premises, services, and facilities hereinafter described or other mutually acceptable locations for the installation, operation, maintenance, repair, replacement, and removal of Automated Surface Observing System (ASOS) equipment including, but not limited to: field sensor group(s), acquisition control unit (ACU), communications and peripheral equipment, antenna(s), and connecting cables together with electrical power for operation of the GOVERNMENT-OWNED equipment.

It is covenanted and agreed that the GOVERNMENT, or the GOVERNMENT'S contractor, shall have ready and convenient access to the premises at all times, subject to the security and safety rules of the GRANTOR, and that the GOVERNMENT reserves the right to make such alterations, additions, and improvements to the ASOS as may be necessary for proper ASOS operation. It is further covenanted and agreed that all structures, fixtures, or equipment placed by the GOVERNMENT on said premises under this License, or any previous License or Permit, shall be and remain the exclusive property of the GOVERNMENT, notwithstanding the same may be attached to the realty so as to become a part thereof; and, that the GOVERNMENT shall have the right to remove all structures, fixtures, and equipment so erected or placed on said premises.

If at any time before the expiration of this License the GRANTOR desires to change the location of the sites furnished to the GOVERNMENT pursuant to this License, or the GRANTOR changes or modifies its facilities (runways or other areas), or allows others to change or modify such facilities in such a manner so as to adversely effect or render useless the GOVERNMENT'S equipment, facilities, and/or related power, control, or signal lines, any cost for repair or for removal of said equipment, facilities, and/or related power, control or signal lines to another site acceptable to the GOVERNMENT shall be at the expense of the GRANTOR. If at any time prior to the expiration of this License the GOVERNMENT desires to change the locations of the site furnished to it by the GRANTOR, all costs related to moving the equipment, facilities and/or related power, control, or signal lines shall be borne by the GOVERNMENT.

The terms and conditions of this License and the conditions herein shall bind the GOVERNMENT, the GRANTOR, and the GRANTOR'S heirs, executors, administrators, successor, and assigns.

To the extent authorized by the Federal Tort Claims Act, 28 U.S.C Sec. 2671 et seq., the GOVERNMENT assumes full control and sole responsibility for its equipment, personnel, and activities incident to this License.

The premises, services, and facilities to be provided by the GRANTOR pursuant to this License are described in the ASOS SITE SURVEY REPORT for the following which is attached hereto and incorporated herein by reference:

REVISION: \_\_\_\_\_

The License is effective beginning \_\_\_\_\_ for a period of 15 years unless terminated earlier by mutual agreement.

IN WITNESS WHEREOF, this License is executed as of the dates indicated.

**GRANTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**UNITED STATES OF AMERICA**

U.S. Department of Commerce, NOAA

By: \_\_\_\_\_

Contracting Officer  
Real Property Management Division

Date: \_\_\_\_\_