

**DOCUMENT NAME: Real Property  
Leases  
DOCUMENT TYPE: 40**

1. **Description:** A lease is an agreement to rent real property (antennas, building space, etc.) for a specific time and for a specified amount of money.
2. **Primary Forms:** SF-2, U. S. Government Lease for Real Property
3. **Related Forms:** General Provisions Certification and Instructions
4. **Document Number:** Standard Number - unit assigned.

SAMPLE: 4008848C38007

<u>Document Type</u>	<u>FY Funded</u>	<u>Procurement Site</u>	<u>FY Contract Originated</u>	<u>Region</u>	<u>Program Element</u>	<u>Document Sequence</u>	<u>Suffix</u>
40	08	84	8	C	38	007	Note

Note: See Chapter 5 for document and suffix numbering. Suffixes will appear as the corresponding month in a fiscal year. If multiple transactions are required during the same month, the second position of the suffix will be incremented starting with a 2, i.e., 021. Direct payment suffixes will begin as "D" and the corresponding month in a fiscal year (i.e., D01 -Oct).

5. **Accounting Line:** If multiple lines are used, a different suffix is required for each line. See chapter 5 for information on suffixes .

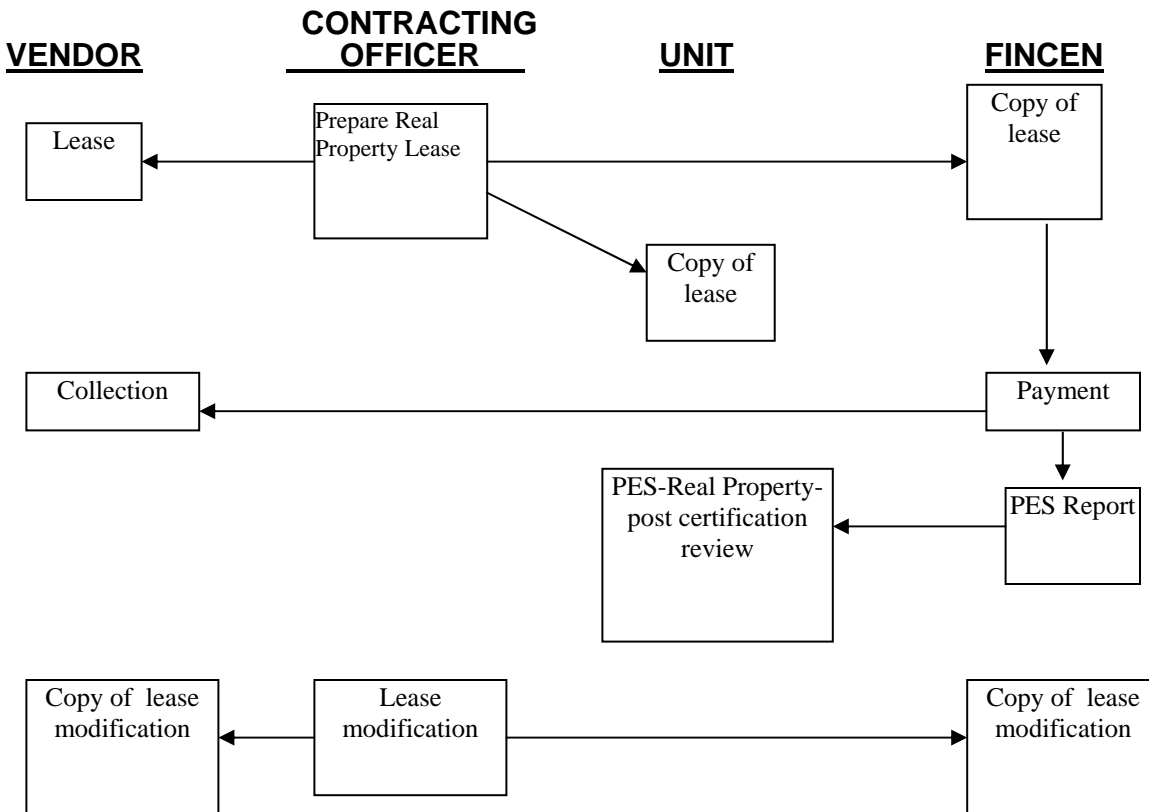
SAMPLE: 2/3/801/132/30/0/38/75190/2329

**6. FINCEN Critical Processing Requirements:**

- a. Issuing units must ensure that the following information is included on each original SF-2:
  - (1) Lease agreement number (standard DTCG/HSCG format).
  - (2) Complete lessor remittance address and tax code.
  - (3) Beginning and ending dates of lease.
  - (4) Monthly/quarterly/annual rate.
  - (5) Payment due date.
  - (6) Premises address.
  - (7) Lessor's signature and Social Security Number.
  - (8) Contracting Officer's signature.

6. a. (9) Financial accounting data  
(10) Standard accounting number.
  - b. Use continuation sheets to add applicable clauses.
  - c. Submitted hard copy documents must be legible.
7. **Other Information:** The lease should include the cost of utilities and must clearly state who (Vendor or Government) is responsible for payment of the utilities. Utilities which are paid by the Coast Guard separately from the lease are handled in accordance with the utilities sections. See document types 44, 46, and 49 for treatment of these utilities. Vendor is not required to submit an invoice but will be paid monthly, quarterly, etc., based on the terms of the lease.
8. **FPD Information:**
- a. Obligations for leases are not transmitted via FPD. A hard copy of this document must be mailed to the FINCEN so the recurring master can be entered into the WINS Lease application.
  - b. This document is entered in FPD using the Simplified Acquisitions Applet using the Recurring Charge Module. The suffix will increment by 1 for each new accounting entry starting with 001 regardless of the accounting effective date.

## 9. Document Flow:



**Figure 12G-8 Real Property Leases**

- Figure 12G-8 describes the procedures for processing Real Property Leases.
- MLC or Headquarters Units negotiate a real property lease with the lessor and forward a copy of the lease to the FINCEN and a copy to the unit. The FINCEN requires the lease at least 45 days prior to the first payment.
- The FINCEN makes payment to the vendor.

9. d. The PES report is used by both the unit and the contracting office for post certification review.
- e. Lease changes may be sent to the FINCEN via mail to P.O. Box 4118, Chesapeake, VA 23326-4118 or via fax to (757) 523-6900. Documents sent via fax will come under a fax cover sheet and the following info will be provided: Contract number, modification number, and contact information of the person sending the fax. All changes to Real Property Leases should be submitted by the 20<sup>th</sup> of the month to be effective that month.
- f. Utilities paid by the vendor require no special action. Utilities which are paid by the Coast Guard are handled in accordance with the utilities sections. See document types 44, 46, and 49 for treatment of these utilities.

**10. Sample Forms:** See Figure 12G-9 and 12G-10.

**11. PES Report Sample:**

DOCUMENT ID	TRANS CODE	BATCH NUMBER	COST CENTER	OBJ CLASS	COMMIT	UNDELIVERED ORDERS	ACCRUED EXPEND	EXPEND
4008848C38007001	051	08060FH6F	75190	2329	0.00	571.00	000.00	000.00
4008848C38007001	0512	08065FH6N	75190	2329	0.00	571.00-	000.00	000.00
4008848C38007001	106F	08065FH6N	75190	2329	0.00	000.00	000.00	571.00

**12. References:** COMDTINST M11011.9B, Real Property Management Manual.

STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR)1-16.601	<b>U. S. GOVERNMENT          LEASE FOR REAL PROPERTY</b>
DATE OF LEASE 1 October 2003	LEASE NO DTCG84-03-L-C38007
<p>THIS LEASE, made and entered into this date by and between</p> <p style="text-align: center;">SAPERSTEIN ASSOCIATES CORPORATION          30100 TELEGRAPH RD., SUITE 333          BIRMINGHAM, MICHIGAN 48025    PHONE (313) 644-8080</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>22 ft. Antenna located on the SE corner atop the penthouse at the Jeffersonian Apartments located at 9000 East Jefferson Ave., Detroit, Michigan 48214.</p> <p>PURPOSE: Maintain the Jefferson High Site</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  <u>3 October 2003</u> through <u>30 September 2004</u>, subject to termination and renewal rights as may be hereinafter set forth.</p> <p>3. The Government shall pay the Lessor annual rent of \$ <u>3600.00</u>          at the rate of \$ <u>300.00</u> per <u>Month</u> in arrears.          Rent for a lesser period shall be prorated. Rent checks shall be made payable to:          SAME AS ABOVE</p> <p>4. The Government may terminate this lease at any time by giving at least <u>60</u> 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>a. Subject to the availability of funds, this lease may at the option of the Government, be renewed from year to year thereafter, but not beyond 30 September 2006.</p> <p style="text-align: center;">CONTINUED ON PAGE 3</p> <p>provided notice be given in writing to the Lessor at least <u>60</u> days before the end of the 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>	

**Figure 12G-9 SF-2, U. S. Government Lease for Real Property**

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

NONE

7. The following are attached and made a part hereof: The General Provisions and Instructions (Standard Form 2- \_\_\_\_\_ edition).

CONTINUATION SHEETS, SEE PAGES 3 THROUGH 5 CONTRACT DISPUTES CLAUSES, SEE PAGES 6 AND 7 GENERAL CLAUSES, SEE PAGE 8.

PAYMENTS PROCESSED BY: CO (OPA2A)  
USCG Finance Center  
1430A Kristina Way  
Chesapeake, VA 23326

ACCOUNTING DATA: 2/3/401/132/30/0/38/75190/2329

8. The following changes were made in this lease prior to its execution:

NONE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR SAPERSTEIN ASSOCIATES CORPORATION

BY (Signature Required) \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

IN PRESENCE OF:

(Signature Required) \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

BY (Signature Required) \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Official title)

STANDARD FORM 2 Page 2  
FEBRUARY 1965 EDITION

Figure 12G-10 SF-2, U. S. Government Lease for Real Property (Cont'd)