

# **United States Department of the Air Force**

## **Air Education and Training Command Air Force Center for Environmental Excellence (AFCEE)**



## **Privatization of Military Family Housing AETC Group I**

Solicitation No. AFCEE-05-0004

## **APPENDIX V Quitclaim Deed or Bill of Sale**

**STEP ONE PROPOSALS ARE DUE NO LATER THAN  
5:00 P.M. EST 7 March 2005 AT:**

PSC MILITARY HOUSING COMPANY  
132 South 600 East  
Salt Lake City UT 84102  
Voice 866-801-2253 Fax 801-363-1912  
Email [binks@psc-evg.com](mailto:binks@psc-evg.com)  
Web site [www.pscmhc.com](http://www.pscmhc.com)

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**After Recording Return To:**

Gordon O. Tanner, Chief Counsel, Legal Division  
Air Force Housing Privatization Center of Excellence  
c/o AFCEE/HDP  
2735 Louis Bauer Drive, Bldg. 728  
Brooks City-Base, Texas 78235-5133

Prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

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**APPENDIX V. QUITCLAIM DEED**  
**[or Bill of Sale]**  
**(One for each installation)**

**QUITCLAIM DEED AND RELEASE**

**KNOW ALL MEN BY THESE PRESENTS, that THE UNITED STATES OF AMERICA**, acting by and through the Secretary of the Air Force (the "Government"), under the authority contained in Title 10, United States Code, Section 2878, and for the consideration contained in Department of the Air Force Lease of Property on \_\_\_\_\_ Air Force Base, Basecity, **Basestate**, dated as of \_\_\_\_\_, 20\_\_\_\_ (the "Lease") hereby transfers, bargains, sells, conveys, and quitclaims to \_\_\_\_\_, a \_\_\_\_\_, duly organized and existing under and by virtue of the laws of the state of \_\_\_\_\_ with its principal address at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Grantee"), in an "AS IS" and "WHERE IS" condition without representation, warranty, or guarantee as to quality, quantity, character, condition, size or kind or that the same is in a condition or fit to be used for the purpose for which intended, all right, title and interest of the Government in and to certain family housing units and ancillary improvements and all personal property contained therein (the "Improvements") located on lands at \_\_\_\_\_ Air Force Base, **Basecity**, **Basestate**, as delineated in Schedule "A" (the "Land") and generally described in Schedule "B" attached hereto and made a part hereof [excepting those Improvements described in Schedule "E", attached hereto and made a part hereof].

TO HAVE AND TO HOLD unto the said Grantee, and unto Grantee's successors and assigns, forever.

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**HOWEVER, THIS INSTRUMENT NEITHER QUITCLAIMS NOR CONVEYS ANY INTEREST IN THE LAND UNDERLYING THE IMPROVEMENTS.**

This transfer is subject to the following covenants and conditions, which the Grantee, by acceptance of this Quitclaim Deed, assumes for itself and its permitted successors and permitted assigns:

1. This transfer is made subject to the terms and conditions of the Lease, including the requirement that under certain conditions set forth in the Lease, whether by expiration of the term or otherwise, title to all Improvements shall be transferred to and become the sole and absolute property of the Government without compensation therefor, and/or the Improvements shall be removed and the Land restored at no expense to the Government, as provided in the Lease.

2. This transfer is made with the Grantee's full knowledge that housing units constructed prior to 1978 may contain lead-based paint, as evidenced by its Acknowledgement and execution of the Certificate of Accuracy which are a part of the Title X Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards statement attached hereto as Schedule "C". Additionally, radon gas, formaldehyde, and asbestos containing materials (ACM) may be present in housing units. Grantee, by accepting this Quitclaim Deed, hereby acknowledges the presence of lead-based paint, radon gas, formaldehyde, and ACM and has executed the Acknowledgment of Conditions attached hereto as Schedule "D".





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**SCHEDULE A**  
**LEASED PREMISES**

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**SCHEDULE B**  
**CONVEYED IMPROVEMENTS**

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**SCHEDULE C**

**TITLE X DISCLOSURE OF INFORMATION**

**ON**

**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement**

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint, which may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and to notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint or lead-based paint hazards is recommended prior to purchase

**SELLER'S DISCLOSURE:**

(a) \_\_\_\_\_ Presence of lead-based paint and/or lead-based paint hazards (check i or ii below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

See the **Basename** AFB Environmental Baseline Survey attached to the Lease as Exhibit \_\_\_\_ (including any and all amendments thereto)

(ii) \_\_\_\_\_ Seller has no knowledge of lead-base paint or lead-base paint hazards in the housing.

(b) \_\_\_\_\_ Records and reports available to the seller (Check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

See the **Basename** AFB Environmental Baseline Survey attached to the Lease as Exhibit \_\_\_\_ (including any and all amendments thereto)

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- (ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

**PURCHASER'S ACKNOWLEDGMENT (INITIAL)**

- (a) \_\_\_\_\_ Purchaser has received copies of all information listed above.
- (b) \_\_\_\_\_ Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.
- (c) \_\_\_\_\_ Purchaser has (check one below):
- (i) \_\_\_\_\_ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- (ii) \_\_\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**CERTIFICATE OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

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**Seller**

**Date**

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**Purchaser**

**Date**

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**SCHEDULE D**

**GRANTEE ACKNOWLEDGEMENT of CONDITIONS**

\_\_\_\_\_, 20\_\_\_\_\_

Re: **Basename** Air Force Base Housing Privatization Project

This is to confirm that the undersigned, as Grantee of the Improvements described in **Basename** Air Force Base, **Basecity**, **Basestate** to that certain Quitclaim Deed dated as of \_\_\_\_\_, 20\_\_\_\_ from the THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, has inspected the Improvements, is generally familiar with the age, condition and characteristics of the Improvements and accepts title to the Improvements on an "As-Is, Where-Is" basis, in accordance with the terms of the Quitclaim Deed.

**GRANTEE:**

\_\_\_\_\_,  
**a** \_\_\_\_\_

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

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

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

Duly Authorized

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**SCHEDULE E**  
**EXCLUDED IMPROVEMENTS**