

CHAPTER 6

TITLE EVIDENCE, TITLE CLEARANCE, AND CLOSING

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CHAPTER 6

TITLE EVIDENCE, TITLE CLEARANCE AND CLOSING

SECTION I - GENERAL

1. PURPOSE AND SCOPE

This chapter covers the policies and procedures for obtaining title evidence, and the procedures for closing title to property the Department of the Navy acquires through direct purchase.

2. REFERENCES

- (a) [40 U.S.C. § 3111](#)
- (b) [Department of Justice Title Standards 2001, of 23 Mar 2001](#)
- (c) [Federal Acquisition Regulation \(FAR\)](#)
- (d) [10 U.S.C. § 2304](#)
- (e) [Power of Attorney by Individual for the Collection of a Specified Check Drawn on the Treasurer of the United States, Standard Form 232](#)

In this chapter, the term "property" refers to real property unless otherwise specifically noted.

SECTION II - TITLE EVIDENCE & DEED

3. DELEGATION OF AUTHORITY

Public moneys may not be spent to purchase any title or interest in land unless the attorney general has given prior written approval of the sufficiency of the title to the lands proposed for acquisition by the United States (reference (a)). Further, the attorney general is authorized to delegate that authority and has delegated it to the Secretary of the Navy, who, in turn, delegated his authority to the general counsel of the Navy. The general counsel re-delegated this authority to counsel, Naval Facilities Engineering Command (NAVFACENGCOM), who has subsequently re-delegated it to the respective counsels of the Facilities Engineering Commands (FECs). This authority may be re-delegated to any activity; provided, all documentation is approved by counsel before execution.

4. REQUIREMENTS OF THE DEPARTMENT OF JUSTICE

Title evidence obtained for the Department of the Navy's land acquisitions shall conform to the standards contained in reference (b). (Reference (b) is available on the Department of Justice web site at www.usdoj.gov). Attention should be given to those sections of reference (b) concerning "time periods of search" and "liability limits." Proper application of those provisions may save the Government substantial time and money. Also, obtain the title evidence promptly so that the acquisition actions may be completed quickly.

5. TYPES OF TITLE EVIDENCE

a. The specific type of title evidence obtained should be chosen in consultation with counsel, and in consideration of the unique requirements of the proposed acquisition, local practice, economy and other relevant factors. Acceptable types of title evidence prepared in accordance with the standards of reference (b) and obtained from qualified abstracters, attorneys, or title companies, include title insurance policies, certificates of title, and abstracts or reports of title. Title insurance, however, is the type of title evidence used overwhelmingly in Federal acquisitions for several reasons, including convenience, reliability, and economy.

b. Another type of acceptable title evidence is the owner's duplicate certificate of title issued pursuant to a satisfactory state system of title registration similar to the Torrens system. Also acceptable are copies of the public records duly authenticated by the official custodian, or certified by a qualified abstracter, attorney, or title company.

c. Any other evidence of title may be used; provided, it is acceptable to the Attorney General. FEC Real Estate personnel should familiarize themselves with the acceptable types of title evidence to determine when various types of evidence may be used for special purposes.

6. SOURCES OF TITLE EVIDENCE

a. The Department of Justice (DOJ) no longer maintains a listing of attorneys, abstracters, and title companies, approved by the attorney general to certify title evidence. This action gives Federal agencies more flexibility to choose from a wider field of title evidence providers.

b. However, in selecting providers, qualified attorneys, abstracters, title companies, or Federal employees must meet the following DOJ standards:

(1) They must be familiar with the preparation of such evidence in the jurisdiction in which the lands are located.

(2) They should have no interest in the lands to be acquired and be unrelated to the vendors.

(3) Abstracters must be attorneys at law or professional or official abstracters qualified and authorized by law (where required) to prepare and certify to abstracts in the state where the land is located.

(4) Title companies and their issuing agents must be qualified and authorized by law to furnish abstracts, certificates of title, or insurance policies, in the state where the land is located.

c. FECs shall ensure that the attorneys, abstracters, and title companies selected are experienced, financially responsible, and reputable. Also, consult with counsel to determine if additional local requirements apply.

7. PROCEDURES FOR OBTAINING TITLE EVIDENCE

a. Issuing the Contract

(1) Although the acquisition of land is specifically exempted from competition requirements ([10 U.S.C § 2303](#) (a)), procurement of services to facilitate the land acquisition, such as title evidence, are subject to the Competition in Contracting Act. Therefore, unless qualified government personnel prepare the title evidence (which generally should not be the case), the FEC shall procure title evidence in accordance with the requirements of [references \(c\) and \(d\)](#). (A "pdf" formatted version of the FAR may be downloaded from the web site located at <http://www.arnet.gov/far/current/pdf/FAR.book.pdf>). The Contract for Title Evidence ([NAVFAC Form 11011/6](#)) should be used for awarding the title procurement. This form has been modified to comply with local laws, regulations, and practices, within the limits of [reference \(c\)](#).

(2) For those procurements of title evidence in which the contract value is less than, or equal to, the simplified acquisition threshold (as defined in subpart 2.101 of [reference \(c\)](#) currently \$100,000)), use the simplified acquisition procedures in Part 13 of [reference \(c\)](#).

(3) Where the title evidence contract value exceeds this simplified acquisition threshold and competition is limited, a Justification and Approval for other than full and open competition (J&A) may be required. Under subpart 6.303-1 of [reference \(c\)](#), a J&A is required if any of the circumstances listed in subpart 6.302, thereof, apply. Subpart 6.304 of [reference \(c\)](#) identifies the appropriate officials to sign the J&A. Officials authorized to sign the J&A vary depending on the value of the contract.

(4) Pursuant to subsection (f) of [reference \(d\)](#), a J&A is required for a procurement using other than competitive procedures, and approval is obtained at different levels of authority depending upon the contract value as stated therein. The FEC should consult with its contracts/procurement office and counsel for guidance in complying with the procurement requirements.

b. Funds Chargeable for Title Evidence

(1) When acquiring property for MCON and MCNR Projects, expenses for obtaining title evidence are chargeable to program assignments issued for planning purposes.

(2) For all other property acquisition projects, the acquiring activity or its mission component command will make funds available to the FEC for payment of expenses connected with obtaining title evidence.

c. Distributing Executed Title Evidence Contracts

The FEC will distribute title evidence contracts as soon as the contractor has signed the contract (but before the contract action has been accomplished) as follows:

Signed Original-----FEC Files
Signed Copy-----Contractor
Signed Copy-----Appropriate FEC Finance
 Office
Conformed Copy-----Activity or mission component
 command
Conformed Copy-----Defense Finance Accounting
 Service (DFAS) if required.

Check with FEC Finance Office for address.

d. Ordering Title Evidence

Where the contract does not specify the sequence in which title evidence for particular parcels will be furnished, submit orders to the contractor as provided in the Contract for Title Evidence. Specify the sequence in which to furnish title evidence for the particular parcels involved. If an abstract in satisfactory form is procured from a landowner, transmit it to the contractor with an order for its continuation or extension.

e. Payment

Before approving payment to the contractor, review the terms and conditions of the contract and the title evidence to determine that the contractor has fulfilled all the terms and conditions of the contract. If not, contact the FEC counsel to discuss proper notification and default procedures. Also, certify that the amount claimed in the voucher or statement for services rendered is properly payable.

8. NEED FOR FINAL CERTIFICATE OF TITLE OR TITLE INSURANCE POLICIES IN CONDEMNATION CASES

Title insurance in condemnation cases serve not to confirm that title to the property is vested in the United States, but rather to identify all parties having an interest in the property taken. If the title insurance listing is different from the parties named in the case, the condemnation package may have to be changed. Accordingly, it is not generally necessary to obtain a final Certificate of Title or title insurance policy when land is acquired by filing a Declaration of Taking (DT) in a condemnation proceeding. In this instance, the DT serves as a listing and notice to all parties of the condemnation action. Most, if not all, of Navy condemnation actions include the filing of a DT, which also serves to immediately vest title in the United States upon its filing and payment of the amount of just compensation into the registry of the court. However, in the rare non-DT case, a separate notice naming the parties must be filed in the court. Therefore, the FEC should consult with

counsel/U.S. Attorney's Office and follow his/her specific directions regarding this issue in all condemnation cases.

9. DEED TO THE UNITED STATES

The form of deed to the United States must conform to local statutory requirements and be a general warranty deed except in conveyances by states, municipalities, fiduciaries, and other persons acting solely in a representative capacity. It must conform to the statutory form prescribed for the state in which the lands are located. The deed must also conform to the requirements of [reference \(b\)](#) where standards are not inconsistent with local statutory requirements.

SECTION III - PURCHASE ASSEMBLY PREPARATION AND CLOSING PROCEDURES

10. PREPARATION OF PURCHASE ASSEMBLY

a. The FEC will prepare a purchase assembly upon acceptance of (1) an Agreement for Purchase; (2) a donation or exchange; or (3) an execution of Notice of Exercise of Option to Purchase Real Property.

b. Generally include the following items in the assembly:

(1) Executed Agreement for Purchase of Real Property, executed option with executed copy of Notice of Acceptance of Option, or executed Agreement for Donation or Exchange of Real Property.

(2) Title evidence (abstract of title, certificate of title or binder for policy of title insurance);

(3) Proposed Deed of Conveyance (unexecuted);

(4) Certificate of Inspection and Possession;

(5) Certificate of Non-Interference stating that existing easements or other encumbrances will not interfere with the purpose for which the property is being acquired;

(6) Miscellaneous documents such as affidavits, disclaimers, certified copies of pertinent portions of articles of incorporation, resolutions authorizing sale; and

(7) Map or plat of the parcel(s).

c. Assemble these items in the inverse of the order above. Place under a binder and fasten with a prong paper fastener or similar device. Place an appropriate cover identifying the project, vendor(s), parcel number(s), acreage, city, county, and state, on the assembly. Forward the assembly for a preliminary opinion on title to FEC counsel.

11. TRANSMITTAL OF PURCHASE ASSEMBLY FOR PRELIMINARY OPINION

a. If the attorney general is going to render the preliminary opinion, address a letter transmitting the purchase assembly to the Assistant Attorney General, Department of Justice, Environment and Natural Resources Division, Land Acquisition Section, PO Box 561 Franklin Station, Washington, DC 20044. The transmittal letter shall be signed by the FEC Commander/Commanding Officer, the Deputy Commander/Deputy Commanding Officer/Executive Officer, or the FEC counsel. Specifically request a preliminary opinion on the title based upon the title evidence and other documents contained in the purchase assembly for use in completing the acquisition of title to the land described in the proposed deed. Also include a statement identifying the property by (1) number of acres; (2) parcel number(s); (3) its location by city, county, and state; (4) the name of the Naval activity for which it is being acquired; (5) the name(s) of the vendor(s) (grantor); (6) a citation to the authorization and appropriation acts; and (7) the dates on which the Acquisition Reports were submitted to the Congressional Committees on Armed Services, if these were required. Include in this letter any additional comments concerning the title to the real property that may be of assistance to the Department of Justice

b. Immediately upon receipt of the attorney general's opinion on title, the closing attorney will review the entire file relating to the acquisition and fully acquaint himself/herself with the terms and conditions of the sale and with the condition of the title. He/she will determine whether there are any conditions to perform, or requirements to meet for the vendor and/or the Government. He/she will also determine what objections to the title to eliminate according to the attorney general's opinion, before valid title may vest in the United States.

12. OBTAINING CHECKS

Obtain checks by following the procedures outlined in **P-73, Chapter 7** concerning the financing and payment for acquisition of property.

13. PERSONNEL AUTHORIZED TO CLOSE

Closing of acquisitions of property, or interests in it, will be conducted by the FEC Office of Counsel, hereinafter referred to as the "Closing Attorney," or by a qualified title company under the direction of the Closing Attorney. In the absence of counsel/assistant counsel, or if for other reasons neither is able to conduct a closing, notify counsel, COMNAVFACENGCOM.

14. RESPONSIBILITY OF CLOSING ATTORNEY

The Closing Attorney is responsible for the proper closing actions in connection with the acquisition of title or interests in real property. The Closing Attorney will ensure that (1) all mortgages, tax liens, and other encumbrances have been discharged of record, or waived by appropriate authority; (2) purchase money funds are properly disbursed and receipts obtained; and (3) all other responsibilities placed upon him/her by this chapter involving the closing of a purchase of property, or any interest in it, on behalf of the United States, are fully discharged.

15. CURATIVE ACTION

a. Upon completing the file review, the Closing Attorney will determine the character and amount of all outstanding interests in, and liens and claims against, the real property that are to be satisfied out of the purchase price. He/she will also determine what curative data must be obtained to cure all defects in the title. In those cases in which the title evidence consists of a certificate of title or title insurance policy issued by a title company, obtain written approval of the title company for all curative material obtained. This is necessary to eliminate the objections in the Certificate of Title or title insurance policy and those that will be satisfied by an inspection of the property and the preparation and execution of a Certificate of Inspection and Possession. If any questions arise regarding the sufficiency of the curative matter obtained to cure defects and to meet objections, submit it for a determination to the Assistant Attorney General, Department of Justice, Environment and Natural Resources Division, Land Acquisition Section, or to FEC counsel, as appropriate.

b. When a difficult or complicated question of law is raised that cannot be resolved, either in connection with an objection or exception in the title opinion, or in the closing of the purchase, the FEC counsel, in accordance with the delegation of authority to him/her set forth in [paragraph 3](#) of this chapter, may refer the Closing Attorney to the Assistant Attorney General, Department of Justice Environment and Natural Resources Division, Land Acquisition Section. The referral will include a complete statement of the facts and references to the provisions of applicable statutes and pertinent decisions of federal and state courts, if any, on the question involved. In such cases the determination of the attorney general or assistant attorney general will be accepted as final and binding upon the Closing Attorney. Further, the closing will not be completed without full compliance with the determination of the attorney general or assistant attorney general.

16. INSPECTION OF REAL PROPERTY IMMEDIATELY PRIOR TO CLOSING

a. Immediately before the closing of the purchase, the Closing Attorney, or an authorized employee of the FEC, or other authorized person, will inspect the premises to be acquired to bring the Certificate of Inspection and Possession up to date. It will be determined (1) whether any person(s), other than the vendor, are in possession of all or any part of the premises; (2) whether all the buildings, improvements, crops and timber not reserved to the vendor are still on the land; and (3) whether there have been repairs, improvements to, or construction on, the premises that might give rise to mechanics' liens.

b. If any person(s) are found in possession, determine their right in the property and obtain a disclaimer. If possession of the land and improvements thereon has been surrendered to the Government prior to the time of closing, the Certificate of Inspection and Possession should be brought up to the date of surrender of possession by a visual inspection.

c. If the inspection of the property discloses that any of the buildings, improvements, crops or timber to be acquired by the Government pursuant to the provisions of the Agreement for Purchase have been removed by parties other than the Government, the purchase should not be closed. Determine the value of such buildings, improvements, crops, or timber and obtain an amended Agreement for Purchase. The amended Agreement for Purchase should contain suitable explanatory provisions. It should also provide for the payment of a consideration for the property equal to the consideration originally agreed to less deductions for the value of the items removed.

d. Make a corresponding correction in the consideration to be paid for the property in the proposed conveyance deed to the United States. Also return the check to the appropriate FEC Finance Office for disposition. Obtain a new voucher (NAVCOMPT Form 2277) reciting the proper consideration and submit it to the appropriate FEC Finance Office for issuance of a new check. If an amended Agreement for Purchase cannot be

obtained, acquire title to the property through condemnation proceedings.

e. If the buildings, improvements, crops, or timber reserved to the vendor have not been removed, inform the vendor of his right to remove the reserved items, pursuant to the provisions of the Agreement for Purchase. Also advise the vendor that in the event of his failure to do so within the agreed time, they will become the property of the United States. Following the closing, the Certificate of Inspection and Possession will be extended to the date the deed is recorded.

17. EXAMINATION OF TITLE RECORDS

The Closing Attorney will determine, through an examination of the title records, or through the abstractor or authorized representative of the title company, whether instruments adversely affecting the vendor's title have been placed on record or filed subsequent to the date of the last abstractor's certificate, title certificate, or binder for title insurance. If no adverse change in the status of title has occurred since the date of the latest certificate, complete the closing.

18. RELEASE OF MORTGAGES, DEEDS OF TRUST, AND JUDGMENTS

Before, or at the time of closing the purchase, satisfy and release, or discharge of record, all mortgages, deeds of trust, judgments, mechanics' liens, and similar encumbrances associated with the acquired property. Penalty costs for prepaying any pre-existing recorded mortgage entered into in good faith encumbering such real property shall be an expense charged to the Government, provided those costs are fair and reasonable. If the vendor has not paid those costs at the time of closing, the Government shall make the payment in the same manner as when extinguishing a mortgage and obtaining its release. If the vendor has paid those costs at the time of closing, include the reimbursement of the vendor's costs in the amount of the purchase money check disbursed to him. Obtain a receipt for the "United States Treasurer's Check." from the vendor. Where the services of a title company

will be used, the title company will submit an invoice or a voucher covering this expense.

19. PAYMENT OF TAXES AND ASSESSMENTS

The Government shall either pay or reimburse the vendor the pro rata portion of property taxes and assessments that are allocable to a period after the date title has vested in the United States, or the effective date of possession of the property by the United States. However, the Government will not pay or make reimbursement if those taxes and assessments are canceled by state law upon acquisition by the United States. If the vendor has paid those taxes before the closing and obtained tax receipts, the vendor will be reimbursed the pro rata portion allocable to the Government and the reimbursement may be included in the purchase money check. If the closing takes place after taxes or other assessments become a lien, but before they are payable, the provisions outlined in paragraph 20 will apply insofar as the vendor's portion of the taxes is concerned. When payment is to be made on or after closing, the payment of the pro rata portion of the taxes chargeable to the Government shall be made in the same manner as outlined in paragraph 18 pertaining to penalty costs of any pre-existing mortgage.

20. TAX LIENS FOR ASSESSMENTS NOT PAYABLE ON DATE OF CLOSING

a. If the closing takes place after taxes or other assessments become a lien, but before they are payable, make adequate provision to insure payment. Do this by obtaining a certified check from the vendor as to his/her chargeable portion of taxes. If the amount has been determined, make the check payable to the proper tax collecting authority of the political subdivision in which the land is situated in the amount of such taxes or assessments. If the amount has not been determined, make an estimate after consultation with the assessor and consideration of the amount of taxes or other assessments on the land for the preceding year. Obtain a certified check from the vendor in an amount equal to the estimate of the amount of taxes or assessments as the chargeable portion, plus 20%. However, in no event should it be less

than the preceding year's taxes chargeable to the vendor, plus 20%.

b. If the vendor is unwilling or unable to provide a certified check sufficient to cover the taxes or assessments, withhold from the purchase price the required amount as a cashier's check payable to the proper tax collecting authority. When the taxes become payable, and upon receipt of an official tax statement, promptly transmit the certified check by registered mail to the tax collector for tax payment. Request the tax collector to return the tax receipts with a check, payable to the vendor, in the amount of any refund due. Obtain a receipt from the vendor for any refund made to him, and insert it in the purchase assembly, unless refund is sent to the vendor by registered mail, return receipt requested. In this case insert the postal return receipt in the purchase assembly, together with a copy of the letter transmitting the refund check. An exception to this procedure may be made as stated in paragraph 21.

21. EXCEPTION WHERE TITLE COMPANY ASSUMES RESPONSIBILITY

Where the title evidence consists of a certificate of title or insurance policy, and funds are withheld for payment of taxes, the amount withheld may be turned over to the title company. However, the title company is financially responsible and agrees to issue a final certificate in which no tax liens or unpaid taxes will be noted. If tax liens or unpaid taxes are noted, they will be followed by the statement, "For the payment of which provision has been made by deposit of a sufficient sum with this company." The title company will enter into an escrow agreement with the vendor to hold such sums for the satisfaction of the taxes until due, and to return any excess remaining after payment to the vendor.

22. TAX COLLECTOR AUTHORIZED TO ACCEPT PAYMENT

Taxes or assessments that are not due under state law at the time of closing, although the amount has been determined, will not be paid to the tax collecting authority unless the tax collector has legal authority to accept payment and receipt for them before the due date.

23. EXECUTION OF DEED

When all objections to the title appearing in the preliminary opinion have been eliminated, have all the grantors (vendors) and their spouses, as required by local law, execute the deed of conveyance to the United States with appropriate seals, witnesses and acknowledgments.

24. TAX STAMPS

Before recordation, tax stamps will be affixed to the deed if required by the state in which the property is located. The Government shall pay the cost of the stamps, if payable in a conveyance to the Government.

25. DELIVERY OF PURCHASE MONEY CHECK TO THE VENDOR

Record the deed of conveyance to the United States when all the objections in the title assembly have been eliminated and all instruments releasing liens or encumbrances on the property have been placed on record. Then disburse the purchase money check to the vendor and obtain a receipt for the "United States Treasurer's check" from him/her.

26. FEE FOR RECORDING DEED TO THE UNITED STATES

The Government will pay the fee for recording the deed to the United States if payable in a conveyance to the Government. This payment includes all other recording fees and similar expenses incidental to conveying the property to the United States. Payment will be made in any of the following ways:

(a) By the FEC upon submission by the recorder of an invoice or a voucher. The invoice or voucher must be itemized and contain a reference to the provision of law or regulation fixing the recording fee;

(b) The cash payment by the Closing Attorney, in which case an itemized receipt will be obtained containing a reference to the contract number of the Agreement for Purchase. It will also contain a reference to the provision of law or regulation fixing the recording fee and incidental expenses. Claims for reimbursement will be made on Standard Form 1012, with the recorder's receipt attached; or

(c) Through use of the services of a title company, in which case the title company will submit an invoice or a voucher on Standard Form 1034.

27. FINAL TITLE EVIDENCE

Order and obtain without delay the continuation and certification of the abstract by the abstracter, or a final certificate of title or policy of title insurance, as appropriate. Final title evidence should be continued up to and including the date on which the deed of conveyance to the Government is recorded.

28. PREPARATION OF FINAL PURCHASE ASSEMBLY

a. Upon receipt, the Closing Attorney will review the recorded deed of conveyance to the United States, and also review, as appropriate, the final continuation of the abstract and certification thereto, the final certificate of title, or the policy of title insurance. If found to be satisfactory in all respects, forward the complete purchase assembly to FEC counsel with a cover memo or letter as described in paragraph 29. Alternatively, as appropriate, send the complete purchase assembly to the Assistant Attorney General, Department of Justice, Environment and Natural Resources Division, Land Acquisition Section, P. O. Box 561 Franklin Station, Washington, DC 20044. The completed purchase assembly shall consist of the following:

(1) Executed Agreement for Purchase of Real Property, executed option with executed copy of Notice of Acceptance of Option, or executed Agreement for Donation or Exchange of Real Property;

(2) Final title evidence (abstract of title, certificate of title or policy of title insurance);

(3) Original deed of conveyance;

(4) Certificate of Inspection and Possession extended to date of closing;

(5) Certificate of Non-Interference stating that existing easements or other encumbrances will not interfere with the purposes for which the real property is being acquired.

(6) Miscellaneous documents such as affidavits, disclaimers, certified copies of pertinent portions of articles of incorporation, resolutions authorizing sale, etc;

(7) Receipt for the United States Treasurer's check; and

(8) Map or plat of the parcel(s).

b. Assemble these items in the inverse of the order listed above. Place them under a binder and fasten with a prong paper fastener or similar device. Place an appropriate cover showing the project, vendor, parcel number, acreage, city, county, and state, on the assembly.

29. TRANSMITTAL OF FINAL PURCHASE ASSEMBLY FOR FINAL OPINION

a. Forward the purchase assembly with a memorandum or letter to FEC counsel, or the attorney general, as may be appropriate. The memorandum or letter, as appropriate, will contain a specific request that a final opinion on title, based on the title evidence and other documents in the purchase assembly, be furnished. If the Attorney General is to render the final opinion, request that it be addressed to the Secretary of the Navy and forwarded to the Commander, Naval Facilities Engineering Command, 1322 Patterson Ave., SE, Suite 1000, Washington Navy Yard, DC 20374-5065.

b. The memorandum or letter will also contain a statement identifying the date of the preliminary opinion, if applicable, file number, and the date of the conveyance to the United States. Further, it will contain a statement identifying the property by number of acres, parcel number(s), its location by city, county, and state, the name of the Naval activity for which it is being acquired, and the name(s) of the granter(s). This letter will include any comments concerning action taken to meet the objectives expressed in the preliminary opinion on title, and such other comments as may be of assistance to counsel or to the attorney general, as may be applicable.

30. DELAY IN CLOSING DIRECT PURCHASE

If, for any reason, a property purchase cannot be closed within 60 days from the date that FEC counsel receives the purchase assembly, the Closing Attorney will return the case to the FEC Asset Management, Real Estate Division, to submit a condemnation assembly. Include with the submission, a detailed explanation of why the closing could not be accomplished within the 60-day period.

31. CLOSING UNDER A POWER OF ATTORNEY

In some cases, the presence of the vendor is necessary at the closing of a direct purchase of lands or interests therein. If the vendor is unable or unwilling to be present personally, and is not represented, the closing may be accomplished under a power of attorney from the vendor to the Closing Attorney. Use reference (e), unless the vendor is a corporation, in which case use Standard Form 236 and 237. Include in the power of attorney an order to disburse the funds to be paid the vendor.

32. NOTIFICATION OF COMPLETED PURCHASE

Immediately upon closing an acquisition of property by purchase, the FEC will notify the cognizant mission component command that the acquisition has been closed and of the Government's right of possession. Provide copies of this letter to COMNAVFACENGCOM and to the naval activity for which the property has been acquired.

33. DISPOSITION OF RECORDS

COMNAVFACENGCOM will forward the attorney general's final opinion on title and the related documents pertaining to the acquisition to the FEC for permanent retention. The FEC will follow procedures prescribed in **P-73, Chapter 27** for microfilming the documents and submission of the negatives to NAVFACENGCOM. If the FEC counsel renders the final opinion on title, electronically archive the final opinion and related documents pertaining to the acquisition. Transmit a set to COMNAVFACENGCOM, Attention: Asset Management, Real Estate Division.

SECTION IV - PROPERTY RECORD CARDS AND FORMS

34. PREPARATION OF PROPERTY RECORD CARDS

The FEC will, upon completion of a direct purchase, complete property record cards according to NAVFAC P-78.

35. CONTRACT FOR TITLE EVIDENCE (NAVFAC FORM 11011/16)

See Forms System for a copy of this form.