

Conveyance made by the District of Columbia
No Transfer Taxes Required Pursuant to
D.C. Official Code 47-902(2)

Washington, D.C.

Please record and return to:
The Office of the Attorney General for the District of Columbia
1100 15th Street, N.W., Suite 800
Washington, D.C. 20005
Attention: Deputy Attorney General, Commercial Division

THIS DEED IS DELIVERED AND ACCEPTED SUBJECT TO THE PROVISIONS AND CONDITIONS SET FORTH IN THAT CERTAIN AFFORDABLE HOUSING COVENANT, DATED AS OF _____, 2009 RECORDED AMONG THE LAND RECORDS OF THE DISTRICT OF COLUMBIA AS INSTRUMENT NUMBER _____, ON _____ 2010, AS AMENDED, (THE "AFFORDABLE HOUSING COVENANT") WHICH AMONG OTHER THINGS: (1) IMPOSES RESTRICTIONS ON THE SALE AND CONVEYANCE OF THE SUBJECT PROPERTY, AND (2) REQUIRES THE GRANTEE TO GET APPROVAL FROM PROPERTY ACQUISITION AND DISPOSITION DIVISION OF THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT BEFORE SELLING, LEASING OR REFINANCING THE PROPERTY.

SPECIAL WARRANTY DEED

[Address].

[Square __, Lot ____]

THIS SPECIAL WARRANTY DEED, is made as of the ___ day of ___, 2009, from **DISTRICT OF COLUMBIA**, a municipal corporation, acting through the District of Columbia Department of Housing and Community Development pursuant to Mayor's Order 2007-209 ("**GRANTOR**") to _____, a _____ ("**GRANTEE**").

WITNESSETH, that in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, in fee simple, all of the Grantor's right, title and interest in and to all those pieces or parcels of land, together with the improvements, rights, privileges, easements and appurtenances thereunto belonging, situated in the District of Columbia, and being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

SUBJECT TO, all covenants, restrictions and easements of record, including, without limitation, the covenants and restrictions contained in that certain Declaration of Covenants dated as of even date herewith and the Affordable Housing Covenant (the "**Redevelopment Covenants**"), and;

Grantor's right of re-entry for violation of the Redevelopment Covenants as provided herein.

In the event that the Grantee violates any one or more terms or conditions of the Redevelopment Covenants and such violation continues beyond any cure period provided in the Redevelopment Covenants, the Grantor shall have the right to enter and take possession of and re-acquire title to the Property. In the event of re-entry, the Grantor shall file a certificate in recordable form identifying the Property as thence reverted by forfeiture, re-vesting complete title and interests in and to the Property in said Grantor, its successors and assigns. Upon the re-vesting of title in Grantor, Grantee shall fully satisfy all liens, encumbrances, mortgages, and the like, which presently encumber the Property and may encumber the Property in the future as a result of the actions of the Grantee. Upon the full satisfaction of Grantee's obligations under the Redevelopment Covenants, the foregoing right of re-entry against Grantee shall terminate and Grantor shall release and extinguish the same by recording evidence of the same in the Office of the Recorder of Deeds for the District of Columbia. Irrespective of any termination of or release by Grantor of its right to re-enter against Grantee, Grantor will retain all other rights reserved in the Redevelopment Covenants for the specified term(s) therein.

TO HAVE AND TO HOLD the Property, together with all rights, privileges, and advantages thereunto belonging or appertaining to the Grantee, its successors and assigns, forever.

AND Grantor covenants that it will warrant specially the Property, and will execute such further assurances thereof as may be requisite.

IN WITNESS WHEREOF, the Grantor, acting by and through District of Columbia's Department of Housing and Community Development, has, on the date first above written caused this Special Warranty Deed to be executed, acknowledged and delivered by the Director of the Department of Housing and Community Development, for the purposes herein contained.

GRANTOR

Approved for legal sufficiency
District of Columbia Office of
Attorney General

By: _____
Name: Lauren J. Buckner
Title: Assistant Attorney General

DISTRICT OF COLUMBIA, by and
through District of Columbia Department of
the Housing and Community Development

By: _____
Name: Leila Finucane Edmonds
Title: Director, Department of Housing
and Community Development

DISTRICT OF COLUMBIA)ss:

The foregoing instrument was acknowledged before me on this ____ day of _____, 2009 by Leila Finucane Edmonds, Director of Department of Housing and Community Development, whose name is subscribed to the within instrument, being authorized to do so on behalf of the District of Columbia, acting by and through the District of Columbia's Department of Housing and Community Development, has executed the foregoing and annexed document as her free act and deed.

Notary Public

[Notarial Seal]

GRANTOR: District of Columbia
1800 Martin Luther King, Jr. Ave., SE
Washington, DC 20020
Attn: Director of Department of Housing
and Community Development

GRANTEE: _____

Exhibit A to Special Warranty Deed

Legal Description