

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

\_\_\_\_\_  
Washington, D.C.

**THIS DEED IS DELIVERED AND ACCEPTED SUBJECT TO THE PROVISIONS AND CONDITIONS SET FORTH IN THAT CERTAIN AFFORDABLE HOUSING COVENANT, DATED AS OF \_\_\_\_\_ AND RECORDED AMONG THE LAND RECORDS OF THE DISTRICT OF COLUMBIA CONTEMPORANEOUSLY HEREWITH, (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 THE DISTRICT OF COLUMBIA BEFORE SELLING, LEASING OR REFINANCING THE PROPERTY.**

SPECIAL WARRANTY DEED

(Address)

Square \_\_\_\_, Lot \_\_\_\_\_

**THIS SPECIAL WARRANTY DEED**, is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, from **THE 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 District of Columbia ("**GRANTEE**").

WITNESSETH, that in consideration of TEN and 00/100 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**"), free and clear of all liens, encumbrances, reservations and exceptions, including without limitation municipal liens, except:

- (1) all Permitted Exceptions attached hereto as Exhibit B,
- (2) all applicable building and zoning laws and regulations,

and, SUBJECT TO 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 recorded among the Land Records of the District of Columbia (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, Grantor shall have the right to enter and take possession of and re-acquire title to the Property. In the event of re-entry, Grantor shall file a certificate in recordable form identifying the Property as thence reverted by forfeiture, re-vesting complete title and interest 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 any document which presently encumbers the Property and may encumber the Property in the future as a result of Grantee's ownership and interest in the Property, except any liens that have been approved by the District prior to Grantee's violation of the Redevelopment Covenants. 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.

THIS DEED is made pursuant to D.C. Law 14-267, the "Vacant and Abandoned Properties Community Development and Disapproval of Disposition of Certain Scattered Vacant and Abandoned Properties Act of 2002."

**(Remainder of Page Intentionally Blank. Signatures Appear on Following Page.)**

**(Signature Page to Special Warranty Deed)**

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**, by and Office through District of Columbia Department of the Housing and Community Development

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant General Counsel

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director, Department of Housing and Community Development

DISTRICT OF COLUMBIA

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, 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/his free act and deed.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

GRANTOR: District of Columbia  
1909 Martin Luther King, Jr. Ave., SE  
Washington, DC 20020  
Attn: Director of Department of Housing and Community Development

GRANTEE: \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT A**

**Legal Description**

**Exhibit B to Special Warranty Deed**

**Permitted Exceptions**

The Permitted Exceptions are those items identified in Schedule B, Section II, of the Commitment for Title Insurance bearing an Effective Date of \_\_\_\_\_, and issued by \_\_\_\_\_ Title Insurance Company through its agent, \_\_\_\_\_.