

Contract NO. 04-DC-2045

QUITCLAIM DEED

THIS INDENTURE, made this 9th day of November, 1993, between the United States of America, acting through the Secretary of Health and Human Services, by the Director, Division of Health Facilities Planning, U.S. Public Health Service, of the Department of Health and Human Services, under and pursuant to the power and authority provided by the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 484(k)), as amended (hereinafter called the Act), and regulations promulgated pursuant thereto at 45 C.F.R. Part 12, and the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. § 11411), as amended, and regulations promulgated thereto at 45 CFR Part 12a, and The Community for Creative Non-Violence, Inc. (hereinafter called the Grantee).

WITNESSETH

WHEREAS, by letter dated June 30, 1989, from the General Services Administration, certain surplus property consisting of 0.84 of an acre of land improved with one building hereinafter described (hereinafter called the Property), was assigned to the Department of Health and Human Services (hereinafter called the Grantor) for disposal upon the recommendation of the Grantor that the Property is needed for health purposes in accordance with the provisions of the Act; and

WHEREAS, by letter dated October 1, 1993, the General Services Administration concurred in a retransfer of the Property from the National Coalition for the Homeless to the Grantee;

WHEREAS, said Grantee has made a firm offer to purchase the Property under the provisions of the Act and has made application for a public benefit allowance; and proposes to use the Property for said purposes; and

WHEREAS, the Grantor has accepted the offer of the Grantee,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing and of the observance and performance by the Grantee of the covenants, considerations and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim to the Grantee, its successors and assigns, all right, title, interest, claim and demand, excepting and reserving such rights as may arise from the operation of the conditions

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subsequent hereinafter expressed, which the United States of America has in and to the Property, situate, lying, and being in the District of Columbia, and more particularly described as follows:

ALL THAT PARCEL situate in the Northwest quadrant of the city of Washington, District of Columbia, and being a portion of entirety lots number 8, 29, 30, 33, 34, 35, 806, 807, 808, 809, 812, and 813, and said lots containing approximately 0.84 of an acre of land, more or less, as shown on the attached non-recorded plat entitled Square "571".

SUBJECT TO any and all other existing easements, rights-of-way, reservations, and servitudes, whether of record or not.

The Grantee shall comply with all applicable Federal, State, municipal, and local laws, rules, orders, ordinances, and regulations in the occupation, use, and operation of the Property.

TO HAVE AND TO HOLD the Property subject, however, to a July 24, 1989 Amendment No. 1 to a Memorandum of Understanding dated February 21, 1975, attached hereto and made a part hereof as Exhibit "A," between the General Services Administration and the District of Columbia which allows the District of Columbia use of lots 809, 33, 34, 35, and part of lot 808 for the purpose of parking 37 vehicles, and to each of the following conditions subsequent, which shall be binding upon and enforceable against the Grantee, its successors and assigns, as follows:

1. That for a period of thirty (30) years from July 3, 1991, the Property herein conveyed will be used continuously for health purposes in accordance with the proposed program and plan of the Grantee as set forth in its application dated the 13th day of August 1993, and for no other purpose.
2. That during the aforesaid period of thirty (30) years the Grantee will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Property or interest therein except as the Grantor or its successor in function may authorize in writing.
3. Where construction or major renovation is not required or proposed, the Property must be placed into use within twelve (12) months from July 3, 1991. Where construction or major renovation is contemplated at the time of transfer, the Property must be placed into use within thirty-six (36) months from July 3, 1991.

4. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless the Grantor or its successor in function directs otherwise, the Grantee will file with the Grantor or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application.
5. That during the aforesaid period of thirty (30) years the Grantee will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986.
6. That, for the period during which the Property is used for the purpose for which the Federal assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, the Grantee hereby agrees that it will comply with the requirements of section 606 of the Act (40 U.S.C. § 476); the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 101-07) and implementing regulations; the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations; and all requirements imposed by or pursuant to the regulations of the Grantor (45 CFR Parts 12, 80, 84, and 91), issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of the Grantee, its successors or assigns, to which said Acts and regulations apply by reason of this conveyance

In the event of a breach of any of the conditions subsequent set forth above, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform any of the obligations herein set forth, the Grantor or its successor in

function will, at its option, have an immediate right of reentry thereon, and to cause all right, title, and interest in and to the Property to revert to the United States of America, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Grantor or its successor in function to insist in any one or more instance upon complete performance of any of the said conditions subsequent shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions subsequent, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER, that in the event the Grantor or its successor in function fails to exercise its option to reenter the premises and to revert title thereto for any such breach of conditions numbered 1, 2, 3, 4, or 5 herein within thirty-one (31) years from the date of this conveyance, conditions numbered 1, 2, 3, 4, and 5 herein, together with all rights to reenter and revert title for breach of condition, will, as of that date, terminate and be extinguished; and PROVIDED FURTHER, that the expiration of conditions numbered 1, 2, 3, 4, and 5, and the right to reenter and revert title for breach thereof, will not affect the obligation of the Grantee, its successors and assigns, with respect to condition numbered 6 herein or the right reserved to the Grantor, or its successor in function, to reenter and revert title for breach of condition numbered 6.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in and to the Property to the Grantor, or the Grantee voluntarily returns title to the Property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of the Property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor. Such protection and maintenance shall, at a minimum, conform to the standards described by the General Services Administration in FPMR 101-47.4913 (49 CFR Part 101) now in effect, a copy of which is attached to the Grantee's aforementioned application.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, with respect to the Property or any part thereof--which covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of and in favor of and enforceable by the Grantor or its successor in function against the Grantee, its

successors and assigns for the Property, or any part thereof-- that it will comply with the requirements of section 606 of the Act; the Fair Housing Act (42 U.S.C. § 3601-19) and implementing regulations; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d to d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations; the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07) and implementing regulations; and the prohibitions against otherwise qualified individuals with handicaps under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations; and all requirements imposed by or pursuant to the regulations of the Grantor (45 CFR Parts 12, 80, 84, and 91) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of the Grantee, its successors or assigns, to which such Acts and regulations apply by reason of this conveyance.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, that the Property is transferred on an "as is, where is," basis, without warranty of any kind, either expressed or implied, including as to the condition of the Property. The Grantee also covenants and agrees for itself, its successors and assigns, that the Grantor has no obligation to provide any additions, improvements, or alterations to the Property.

In the event title to the Property or any part thereof is reverted to the United States of America for noncompliance or is voluntarily reconveyed in lieu of reverter, the Grantee, its successors or assigns, at the option of the Grantor or its successor in function, shall be responsible for and shall be required to reimburse the United States of America for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by the Grantee, its successors or assigns, to adapt the Property to the health use for which the Property was transferred. The United States of America shall, in addition thereto, be reimbursed for such damage, as it may sustain as a result of such noncompliance, including such costs as may be incurred in recovering title to or possession of the above-described Property.

The Grantee may secure abrogation of the conditions subsequent numbered 1, 2, 3, 4, and 5 herein by:

- a. Obtaining the consent of the Grantor, or its successor in function, therefor; and
- b. Payment to the United States of America of 1/360th of the percentage public benefit allowance granted of the fair market value as of the date of such requested abrogation, exclusive of the value of improvements made by the Grantee to the extent that they add to the value of that portion of the Property to be released, for each month of the period to be abrogated.

The Grantee, by acceptance of this deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part thereof is, at any time within the period of thirty (30) years from the date of this conveyance, sold, leased, disposed of or used for purposes other than those designated in condition numbered 1 above without the consent of the Grantor, or its successor in function, all revenues therefrom or the reasonable value, as determined by the Grantor, or its successor in function, of benefits to the Grantee, deriving directly or indirectly from such sale, lease, disposal or use, shall be considered to have been received and held in trust by the Grantee for the United States of America and shall be subject to the direction and control of the Grantor, or its successor in function; but the provisions of this paragraph shall not impair or affect the rights reserved to the Grantor under any other provision of this deed. In addition, the Grantee, its successors or assigns, shall be solely liable for all costs relating to any hazardous or toxic substances being placed on the Property during its use by said Grantee, its successors or assigns.

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IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting through the Secretary
of Health and Human Services

By: Kathleen F. Martin
Kathleen Furey Martin
Director
Division of Health Facilities Planning
Public Health Service

ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) 'S

On this 9th day of November 1993, before me the undersigned officer, personally appeared Kathleen Furey Martin, known to me to be the Director, Division of Health Facilities Planning, Public Health Service, Department of Health and Human Services, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health and Human Services, for the United States of America, and acknowledged to me that she subscribed to the said instrument in the name of the Secretary of Health and Human Services and on behalf of the United States of America.

Witness my hand and official seal.

(SEAL)

Judy Britman
Notary Public

My commission expires December 1, 1995

ACCEPTANCE

The Community for Creative Non-Violence hereby accepts this deed and thereby accepts and agrees to all the terms, covenants, conditions and restrictions contained therein.

By Carol Fennelly

ACKNOWLEDGMENT

STATE OF)
COUNTY OF) SS

On this 19th day of November, 1993, before me, a Notary Public in and for the City of Washington, D.C., County of _____, State of _____, personally appeared Carol Fennelly, known to me to be the Secretary/Treasurer of CCNV, and known to me to be the person who executed the foregoing instrument on behalf of CCNV, and acknowledged to me that she executed the same as the free act and deed of _____.

Witness my hand and official seal.

(SEAL) W. G. [Signature]
Notary Public

My commission expires My Commission Expires February 14, 1994

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