



## DISTRICT OF COLUMBIA UNDERWRITING

DC-2020-002

**FROM:** DC Agency

**DATE:** March 16, 2020

**TYPE:** Standard

**TITLE:** COVID-19 and the D.C. Office of the Recorder of Deeds

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**Purpose:** To alert First American personnel and agents that it is highly likely that the D.C. Office of the Recorder of Deeds (“ROD”) will be closed to the public.

**Background:** Due to the outbreak of the coronavirus, COVID-19, ROD may be closed to the public on an emergency basis. There has been no announcement as to the timing of the closure.

**Standard:** If you can complete the recording process through e-recording, you may continue in the normal course. **In the event that a transaction is either not suitable for e-recording or ROD is unwilling or unable to process e-recording, in order to facilitate the orderly transfer and financing of real estate transactions in this difficult time, First American is willing to continue to insure titles for purchasers and lenders through the ultimate recording date of the deed, deed of trust or other insured title document, under the following conditions.**

1. All parties, including lenders, must acknowledge that neither First American nor its title agents can provide any estimate as to the date of recordation of such title documents in the District of Columbia Land Records. The attached Affidavits of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency for Sale and Financing transactions include appropriate, written acknowledgments for execution by seller, buyer and borrower, as applicable. Satisfactory acknowledgments by lenders may be indicated through closing instructions or by email confirmation, to be retained in your file.
2. Add the following requirement in Schedule B1 of the Commitment: Execution of Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency by the Parties to the Contemplated Transaction.

We understand that the closure may limit or prevent retrieval of relevant court file documents by title abstractors. In those cases, please reach out to the customer or their relevant counsel to obtain necessary copies. In instances where court file copies are not available, contact your Underwriter for guidance.

For commercial transactions, in addition to obtaining the relevant Affidavit of Understanding and lender confirmation, please make certain that any lender or customer instructions do not commit you to recording

the title documents within a specified time period. Understandably, if the customer in a commercial transaction proposes revisions to the Affidavit of Understanding due to the facts in the given case (e.g., the property is subject to tenancies) we will authorize appropriate revisions.

For all transactions, continue to follow all other underwriting standards, including bringing title to date before closing. All other Requirements must be satisfied prior to, or upon, closing as in any normal case. This Standard will remain in effect until ROD reopens to the public.

**Contact:** If you have any questions, please feel free to contact First American Underwriters at [DCUnderwriting@firstam.com](mailto:DCUnderwriting@firstam.com) or Manus E. Holmes at 202-530-1806 or at [mholmes@firstam.com](mailto:mholmes@firstam.com)

**Attachment:**

**Affidavits of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency by the Parties to the Contemplated Transaction [Sale and Financing]**

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