

**CITY OF TUMWATER
PROPERTY TRANSFER AGREEMENT**

- 1. AGREEMENT. THIS PROPERTY TRANSFER AGREEMENT** (“Agreement”) is made by and between the City of Tumwater, a Washington municipal corporation (“City”) and Homes First, a Washington non-profit corporation (“Homes First”). The City and the Homes First are each a “Party” and collectively the “Parties” to this Agreement. For and in consideration of Zero dollars (\$0.00) and other valuable consideration, the City shall donate to Homes First real property located at 6541 Henderson Blvd. SE, Olympia, Washington, County of Thurston, tax parcel number 12701230202 (“Property”).
- 2. Purpose.** Under this Agreement the City will transfer to Homes First surplus public property pursuant to RCW 39.33.015 for purpose of contributing to the supply of affordable housing which has a significant benefit to the community and public.
- 3. Property.** The Property is located at 6541 Henderson Blvd. SE, Olympia, Washington, County of Thurston, tax parcel number 12701230202 and described in Exhibit A attached hereto and incorporated by reference herein.
- 4. Conveyance.** The City shall convey the Property to Homes First by legal recordation of a Quit Claim Deed (“Deed”) in the form attached hereto as Exhibit B.
- 5. Costs.** The City shall pay all closing costs associated with this Property transfer.
- 6. Deed Restriction.** As set forth in the Deed, Homes First shall comply with all requirements of the Deed, including that if the Property is no longer used for affordable housing, the Property will automatically revert to the City upon the City’s filing of a deed of rescission and reconveyance under this Agreement.
- 7. Conditions of Approval; Effective Date.**
 - 7.1 This Agreement is not effective until approved by each Party’s governing authority and executed by both Parties. The date of execution and the effective date of the Agreement (“Effective Date”) is the last date of signature by each party set forth be unless otherwise indicated after the Party's signature.
 - 7.2 The Property only shall be used for purposes of affordable housing.
 - 7.3 The Property was purchased by the Grantor using federal funds from the American Rescue Plan Act, State and Local Fiscal Recovery Fund. This Property donation makes Grantee a subrecipient of federal funds. The Grantor and Grantee expressly agree that fee simple ownership in the Property shall revert to the City if Grantee is federally suspended or debarred or Grantee violates Title VI of the Civil Rights Act of 1964.

8. Closing.

- 8.1 Closing will take place on or before December 1, 2022, unless the Parties mutually agree in writing to a later closing date.
- 8.2 There shall be no formal escrow. Closing shall take place at City Hall. Upon execution of this Agreement and Deed and recording, the City shall record the Deed. This Agreement shall be filed of record in the Offices of the City Clerk.

9. General Provisions.

- 9.1 Inspections. Homes First employees and authorized agents shall have at all reasonable times the right to enter upon the Property for any purpose related to the Property transfer, including inspection of the Property, survey, and other due diligence work related to real property acquisition.
- 9.2 Termination. Either Party may terminate this Agreement at any time prior to closing by providing written notice to the other Party.
- 9.3 Assignment. Neither this Agreement nor the Property may be transferred, assigned, sold or encumbered by Homes First without the prior written consent of the City.
- 9.4 No Representations Or Warranties. PROPERTY IS SOLD "AS IS." HOMES FIRST ACKNOWLEDGES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY CITY TO HOMES FIRST AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY CITY TO HOMES FIRST AT CLOSING, CITY HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY.
- 9.5 Risks of Loss. Risk of loss or damage to Property by fire, storm, burglary, vandalism, or other casualty, between the date of this Agreement and the closing, shall be and is assumed by Homes First. No such loss or damage shall void or impair this Agreement. If the Property improvements or personal property, or both, are damaged or destroyed, in whole or in part, by casualty prior to closing, the Agreement shall continue in full force and effect, and Homes First shall be subrogated to City's right of coverage with respect to any insurance carried by City for the Property. All existing insurance covering property now in effect shall be continued by City until closing.

9.6 Amendments. No modification of this Agreement shall be valid or binding unless the modification is in writing, dated and signed by both Parties.

9.7 Notices. Any notices under this Agreement shall be in writing and effective upon personal delivery or first-class mail to the following:

CITY: Attn., Finance Director, 555 Israel Road SW, Tumwater, WA 98501

HOMES FIRST: Attn., Executive Director, 5203 Lacey Blvd SE, Suite A, Lacey, WA 98503

A Party may give notice of changed address by written notice to the other Party.

9.8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Neither Party shall be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement (including the Deed). Each Party acknowledges that in executing this Agreement the Party has not been induced, persuaded, or motivated by any promise or representation made by the other Party, unless expressly set forth in this agreement. All previous negotiations, statements, and preliminary instruments by the Parties or their representatives are merged in this Agreement.

10. Disputes Under this Agreement.

10.1 In the event of any dispute, claim, question, or disagreement (collectively, “dispute”) arising from or relating to this Agreement, or the breach thereof, a Party shall give written notice of the dispute to the other Party and the Parties use their best efforts to settle the dispute. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both Parties. If the Parties do not reach such resolution within a period of sixty (60) days from the date the dispute first arose, then, upon written notice by one Party to the other, all disputes shall be referred to non-binding mediation.

10.2 The Parties shall mutually agree on a mediator and the venue for any mediation or other alternative dispute resolution that arises out of this Agreement. The Parties shall share the cost of the mediator equally and each Party shall pay its own costs associated with mediation.

10.3 Fee simple ownership in the Property shall revert to the City if any of the following conditions occur causing a default under this Agreement and are not cured following mediation:

10.3.1.1 Homes First is federally suspended or debarred.

10.3.1.2 Homes First violates Title VI of the Civil Rights Act of 1964:

10.3.1.3 Homes First fails to use to be used for affordable housing consistent with RCW 39.33.015 (“affordable housing”) or allows the Property to not be used for affordable housing.

In such an event, City may record a deed of reconveyance, and/or rescission and the Property shall revert tot the City without further action.

10.4 This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

10.5 In the event a dispute cannot be settled at mediation or otherwise, the jurisdiction and venue for any litigation shall be in the Washington Superior Court in and for the County of Thurston.

GRANTOR:

City of TUMWATER

By: _____
Debbie Sullivan, Mayor
Dated: _____

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this day and year above, personally appeared before me, DEBBIE SULLIVAN, to me known to be the Mayor of the City of Tumwater, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath states she is authorized to execute the said instrument.

Given under my hand and seal this ____ day of _____, 2022.

Notary Public and for the State of
Washington, residing at _____ County.
My Commission expires: _____

GRANTEE:

HOMES FIRST

By: _____
Trudy Soucoup, Executive Director
Dated: _____

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this day and year above, personally appeared before me, TRUDY SOUCOUP, to me known to be the Executive Director of Homes First, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath states she is authorized to execute the said instrument.

Given under my hand and seal this day of , 2022.

Notary Public and for the State of
Washington, residing at _____ County.
My Commission expires: _____

EXHIBIT A

Legal Description

Tax Parcel No. 12701230202; 6541 Henderson Blvd SE, Olympia, WA 98501

PARCEL 3 OF SHORT SUBDIVISION NO. SS-2312, AS RECORDED JUNE 16, 1989
UNDER AUDITOR'S FILE NO. 8906160013.

EXCEPT FOR A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE SOUTH
88°39'13" EAST, 87.24 FEET TO THE WEST MARGIN OF HENDERSON BOULEVARD;
THENCE ALONG SAID WEST MARGIN, NORTH 16°15'47" EAST 19.91 FEET TO
BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF
746.20 FEET; THENCE CONTINUING NORTHERLY ALONG SAID WEST MARGIN,
ALONG THE ARC OF SAID CURVE 13.50 FEET THROUGH A CENTRAL ANGLE OF
01°02'11"; THENCE DEPARTING SAID WEST MARGIN, NORTH 76°55'21" 75.72 FEET
TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A
RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 34.81 FEET,
THROUGH A CENTRAL ANGLE OF 79°46'35" TO THE WEST LINE OF SAID SECTION
1; THENCE ALONG SAID WEST LINE, SOUTH 02°51'14" 72.81 FEET TO THE POINT OF
BEGINNING.

IN THURSTON COUNTY, WASHINGTON.