

**REAL PROPERTY TRANSFER AGREEMENT
BETWEEN
THE CITY OF SEATTLE
&
TOWN OF DARRINGTON**

THIS REAL PROPERTY TRANSFER AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2026 by and between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, 700 – 5th Avenue, Suite 3200, Post Office Box 34023, Seattle, WA 98124-4023 (the “City”) and the TOWN OF DARRINGTON, a Washington municipal corporation, PO Box 397, Darrington, WA 98241 (“Darrington”).

WHEREAS, in 2011 City Light purchased a parcel of land along the Sauk River in the Town of Darrington, Snohomish County, Washington, as legally described in the attached Exhibit A with funds from Salmon Recovery Funding Board (SRFB) Grant 10-1769 for the purposes of protecting habitat for salmon recovery; and

WHEREAS, the SRFB grant required City Light to record a Deed of Right to the State of Washington with conditions under which the property is to be managed and protected in perpetuity for salmon habitat benefits; and

WHEREAS, the Town of Darrington does not currently have safe, practical access along the Sauk River for public recreational use and enjoyment and has requested City Light to transfer fee ownership of Parcel P 32092400200300 subject to the Deed of Right to the Town of Darrington in connection with a Washington Wildlife and Recreation Program Water Access grant application 24-1925; and

WHEREAS, the Town of Darrington successfully obtained the grant and has requested City Light to proceed with the transfer of the property to the Town of Darrington to complete the requirements of the grant, and upon such transfer of the property through a Quit Claim Deed as shown in Exhibit B will assume full responsibility for meeting the requirements of SRFB Grant 10-1769 and the Deed of Right; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged by the Town and Darrington, the parties agree as follows:

AGREEMENT

- 1. Agreement.** The City agrees to transfer ownership and title to the Property to Darrington, and Darrington agrees to accept ownership and title to the Property from The City, subject to all encumbrances, including but not limited to the Salmon Recovery Funding Board (SRFB) Grant 10-1769 Deed of Right, and in accordance with the terms and conditions of this Agreement.

2. **Consideration.** The Property shall be transferred for and in consideration of mutually offsetting benefits including continued and enhanced public benefits with no cash funds to be transferred at Closing (defined below).
3. **Due Diligence Contingency.** Darrington shall have the period commencing on the Effective Date and continuing until 5:00 Pacific time on the date that is fifteen (15) days after the Effective Date (the “Due Diligence Period”) to investigate the Property in order to determine its suitability for Darrington’s intended use (the “Due Diligence Contingency”). Darrington may, in Darrington’s sole discretion, terminate this Agreement any time prior to the expiration of the Due Diligence Period by written notice to the City. If Darrington fails to give notice to the City that the Due Diligence Contingency has been satisfied or waived prior to expiration of the Due Diligence Period, Darrington shall be deemed to have terminated this Agreement. Upon any termination of this Agreement pursuant to this Section 4, neither party shall have any further rights or obligations under this Agreement except those rights and obligations that expressly survive termination.
4. **Conveyance.** Conveyance of the Real Property shall be by Quit Claim deed (the “Deed”) in the form attached hereto as Exhibit B, subject only to the Permitted Exceptions (defined below).
5. **Title**
 - a. **Title Review and Title Insurance.** Darrington’s obligations pursuant to this Agreement are expressly contingent upon Darrington determining in its sole discretion to waive each of the following contingencies. Darrington shall have the following specified time periods from the date of mutual execution of this Agreement to waive and remove the City’s contingencies:
 - i. **Condition of Title.** At Closing, Darrington, at Darrington’s option, may obtain an ALTA Owner’s Policy of Title Insurance (the “Policy”) issued by Title Company, insuring title vested in Darrington in the amount of _____ against loss or damage by reason of defect in the title to the Property, other than the Permitted Exceptions as determined hereunder, together with such endorsements as are required by Darrington. Within five (5) days after the Effective Date, Darrington shall request a preliminary commitment for the Policy, with complete and legible copies of all exception documents referenced therein (the “Commitment”). Darrington shall have twenty (20) days after receipt of the Commitment (the “Title Review Period”) during which to notify the City in writing of Darrington’s objection to any tile exceptions described in the Commitment. All exceptions in the Commitment not objected to by Darrington shall be deemed Permitted Exceptions. In the event Darrington notifies the City during the Title Review Period that Darrington objects to

one or more exceptions to title, the City shall notify Darrington in writing within ten (10) days after Darrington's notification as to what measures, if any, the City will undertake to address Darrington's objections, and upon delivering such notice, the City shall have until Closing to cause such exception to be removed as an exception from coverage under the Policy. The City's failure to notify Darrington within such ten (10) day period as to whether the City will undertake any measures to address any of Darrington's title objections shall be deemed to mean that the City has declined to address such objection(s). In the event any additional liens or exceptions to title are revealed by supplements or amendments to the Commitment after expiration of the Title Review Period ("Intervening Exceptions"), Darrington shall have five (5) days after receipt of such supplemental to the Commitment (together with copies of the documents creating such Intervening Exceptions), in which to notify the City in writing of Darrington's disapproval of such Intervening Exceptions, in which event the City shall have five (5) days after receipt of such disapproval from Darrington to inform Darrington in writing as to what measures, if any, the City will undertake to address such Intervening Exceptions. the City's failure to notify Darrington within such five (5) day period shall be deemed to mean that the City has declined to address the Intervening Exceptions. Notwithstanding anything to the contrary herein, Darrington shall not be required to object to, and the City shall be obligated to remove or discharge at Closing, all monetary encumbrances against title to the Property, liens created by the City or arising out of work contracted for by the City and any judgment liens filed against the City and all exceptions related to the formation, ability, right, power and authority of the City to convey title to the Property. Prior to the expiration of the Due Diligence Period, Darrington and the City shall jointly prepare a preliminary schedule of Permitted Exceptions. The preliminary schedule of Permitted Exceptions shall be binding upon the parties, subject to the addition of any Intervening Exceptions that are Permitted Exceptions as defined herein. Notwithstanding anything to the contrary contained in this Agreement, the notices described in this Section 5.2 may be given by electronic mail to the parties' respective electronic mail address provide in Section 15.2.

6. Closing

- a. **Escrow.** As used herein, the term "Closing Date" shall mean the date the Quit Claim Deed is recorded in the real property records of Snohomish County, Washington and "Closing" shall mean that the parties have deposited with the Title Company all documents and funds required hereunder to carry out the transfer of ownership of the Property and have authorized the closing of escrow. Subject to the satisfaction (or waiver) of all closing conditions stated herein, Closing shall occur in escrow ("Escrow") with the Title Company on a Closing Date mutually acceptable to the City and Darrington no later than thirty (30) days

after expiration of the Due Diligence Period. At or prior to Closing, Darrington and the City shall deposit into Escrow all documents, instruments and monies necessary to complete the Closing in accordance with the terms and conditions of this Agreement.

- b. **Prorations.** General real and personal property taxes, operating expenses of the Property, rents, water, sewer, and other utility charges, if any, shall be prorated as of the Closing Date. Darrington shall be responsible for payment and entitled to the income of all pro-rations from and after the Closing Date.
- c. **Possession.** Darrington shall be entitled to possession of the Property on the Closing Date.
- d. **Costs.** The City shall pay the standard coverage premium for the Policy and one-half of the escrow fees. Darrington shall pay one-half of the escrow fees, the cost of recording the Deed or other conveyance instruments, the additional premium for the issuance of an owner's extended coverage title insurance policy, the cost of all title insurance endorsements, and all costs associated with obtaining financing from a third party, if any. All Closing costs not specifically allocated to the City or Darrington, shall be allocated by Escrow Company at Closing in accordance with the custom in Snohomish County. the City and Darrington agree that, to the extent items are prorated or adjusted at Closing on the basis of estimates, or are not prorated or adjusted at Closing pending actual receipt of funds or compilation of information upon which such prorations or adjustments are to be based, each of them will upon a proper accounting pay to the other such amounts as may be necessary such that the City will receive all income and will pay expenses of the Property prior to Closing, and Darrington will receive all income and will pay all expenses of the Property from and after Closing The parties' respective obligations under this Section 6.d. shall survive Closing.
- e. **City's Deliveries to Closing.** On or before Closing, the City shall duly execute and deposit into Escrow:
 - i. the Quitclaim Deed;
 - ii. appropriate evidence as required by the Title Company as to the authority of the person(s) executing documents on behalf of the City; and
 - iii. such other documents reasonably required, or requested by the Title Company, to issue the Policy and consummate the City's transfer of ownership of the Property to Darrington.
- f. **Darrington's Deliveries to Closing.** On or before Closing, Darrington shall duly execute and deposit into Escrow:
 - i. appropriate evidence as required by the Title Company as to the authority of the person(s) executing documents on behalf of Darrington; and

- ii. such other documents as shall be reasonably required, or requested by the Title Company, to consummate Darrington's purchase of the Property.
- 7. **AS IS Transfer.** Except for the express representations and warranties made in this Agreement and the documents to be delivered by the City hereunder, the City makes no representations or warranties of any kind with respect to the Property and Darrington acknowledges that the Property shall be conveyed at Closing "AS IS, WHERE IS, WITH ALL FAULTS".
- 8. **City's Representations and Warranties.** The City represents and warrants to Darrington that the following facts are true as of the Effective Date:
 - a. **Power and Authority.** Execution of this Agreement by the City has been duly authorized by all necessary municipal action and no further action is necessary on the part of the City to make this Agreement fully binding upon the City in accordance with its terms;
 - b. **Marketable Title.** The City has good and marketable fee simple title to the Property;
 - c. **Leases and Service Contracts.** There are no leases or occupancy agreements granting to any person the right to occupy the Property, or any portion thereof, and there are no service contracts affecting the Property that will survive Closing;
 - d. **Liens.** To the City's knowledge, all persons and entities supplying labor, materials, and equipment to the Property have been paid, and if there are any unpaid claims for the supply of labor, materials or equipment to the Property on the Effective Date, all such claims will be paid by the City prior to the Closing Date; and
 - e. **Contracts.** the City is not a party to any contract or agreement to sell the Property, or any portion thereof, to any person other than Darrington.
- 9. **Darrington's Representations and Warranties.** Darrington represents and warrants to the City that the following facts are true as of the Effective Date:
 - a. **Power and Authority.** Darrington is a town, incorporated, organized, and validly existing under the laws of the State of Washington. Execution of this Agreement by Darrington has been duly authorized by all requisite corporate or limited liability company action and no further action is necessary on the part of Darrington to make this Agreement fully binding upon Darrington in accordance with its terms.
- 10. **Environmental Release.** Darrington acknowledges that adverse physical, economic or other conditions (including without limitation, adverse environmental soils and ground-water conditions), either latent or patent, may exist on the Property and

assumes the City's responsibility for all environmental conditions of the Property, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any Hazardous Material (defined below) or other environmental contamination relating to the Property. Darrington, its successors and assigns, also releases and shall indemnify, defend, and hold the City and its past, present and future officials, officers, employees, and agents, harmless from and against any and all claims, demands, penalties, fees, damages, losses, expenses (including but not limited to regulatory agencies, attorneys, contractors and consultants' fees and costs), and liabilities arising out of, or in any way connected with, the condition of the Property including but not limited to any alleged or actual past, present or future presence, release or threatened release of any Hazardous Material in, on, under or emanating from the Property, or any portion thereof or improvement thereon, from any cause whatsoever; it being intended that Darrington shall so indemnify the City and such personnel without regard to any fault or responsibility of the City or Darrington. Darrington's release shall include both claims by Darrington against the City and cross-claims against the City by Darrington based upon claims made against Darrington by any and all third parties. The obligation to indemnify and defend shall include, but not be limited to, any liability of the City to any and all federal, state or local regulatory agencies or other persons or entities for remedial action costs and natural resources damages claims. The defense and indemnity obligations described in this Section 10 shall survive Closing.

For the purposes hereof, "Hazardous Materials" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state local or administrative agency law or ordinance including but not limited to the Model Toxics Control Act, RCW Chapter 70A.305, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et seq.; Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; Refuse Act, 33 U.S.C. §§ 407 et seq.; Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§ 11001 et seq.; Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., to the extent it includes the emission of any Hazardous Material and includes any Hazardous Material for which hazard communication standards have been established; Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. §§ 136 et seq.; Federal Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; or any similar or analogous state or local statute or ordinance, or any regulation, order, rule, or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 2011 et seq.

11. Closing Conditions.

a. Darrington's Closing Conditions. Darrington's obligation to accept ownership of and legal title to the Property is subject to the following closing conditions, any of which Darrington may elect to waive in writing and proceed to Closing notwithstanding the failure of such condition(s):

- i. All of the City's representations and warranties set forth herein shall be true and correct in all material respects as of the Closing Date; and
- ii. the City shall have performed its obligations under this Agreement and delivered into Escrow all funds and documents required to be delivered by the City hereunder.

In the event that any of the foregoing closing conditions fails prior to the date scheduled for Closing, Darrington may elect to either (i) terminate this Agreement, whereupon neither Darrington nor the City shall have any further rights or obligations hereunder except those rights and obligation that expressly survive termination, or (ii) waive the unsatisfied condition(s) and proceed to Closing.

b. The City's Closing Conditions. The City's obligation to transfer ownership of and legal title to the Property is subject to the following closing conditions, any of which the City may elect to waive in writing and proceed to Closing notwithstanding the failure of such condition(s):

- i. All of Darrington's representations and warranties set forth herein shall be true and correct in all material respects as of the Closing Date;
- ii. Darrington shall have performed its obligations under this Agreement and delivered into Escrow all funds and documents required to be delivered by Darrington hereunder; and
- iii. The Seattle City Council ordinance authorizing disposition of the Property ("Authorizing Ordinance") shall be in full force and effect and shall not have been revoked or modified by any action taken by the City of Seattle or any of its elected officials.

In the event that any of the foregoing closing conditions fails prior to the date scheduled for Closing, the City may elect to either (i) terminate this Agreement whereupon neither Darrington nor the City shall have any further rights or obligations hereunder except those rights and obligation that expressly survive termination, or (ii) waive the unsatisfied condition(s) and proceed to Closing.

12. Miscellaneous.

a. General Provisions. This Agreement sets forth the entire agreement of the parties with respect to the Property and supersedes all prior written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties. This Agreement shall be construed according to the laws of the State of

Washington. The parties have been represented by their respective legal counsel in connection with negotiation of this Agreement and accordingly waive the rule of construction that this Agreement shall be construed against its drafter. If the date for any performance under this Agreement falls on a weekend or holiday, the time shall be extended to the next business day. As used herein, the term “business day” means a day that both national banks and Title Company are open for business in Seattle, Washington.

- b. Notices.** Any demand, request or notice which either party hereto is required or permitted to deliver to the other shall be in writing and shall be deemed given when personally delivered if delivered by private courier service (such as Federal Express), or three days after being deposited in the United States Mail in certified form, return receipt requested, addressed as follows:

If to the City:

City of Seattle
c/o City Light Department
Attn: Greg Sancewich
700 Fifth Ave, Suite 3200
Seattle, WA 98104
Email: greg.sancewich@seattle.gov

With copy to:

Seattle City Attorney’s Office
Civil Division
701 Fifth Avenue, Suite 2050
Seattle, WA 98104
Attn: Stephen Karbowski, Assistant City Attorney
Email: stephen.karbowski@seattle.gov

If to Darrington:

Email: _____

With copy to:

For purposes of notices, either party may change its address to any address that is not a post office box by giving notice to the other in the manner herein prescribed.

- c. **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.
- d. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- e. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Venue for any action arising hereunder shall lie in King County, Washington.
- f. **Operating Covenants.** Between the date of this Agreement and the Closing Date, the City shall continue to manage the Property in the same manner as immediately prior to the Effective Date. If Darrington waives the Due Diligence Contingency, then thereafter the City shall not, without Darrington's prior written consent, which consent may be withheld by Darrington in its sole discretion, enter into: (i) any new leases or occupancy agreements for the Property, (ii) any amendments or modification agreements for any existing leases or occupancy agreements pertaining to the Property, or (iii) any service contracts effecting the Property that are not terminable at Closing.
- g. **Assignment.** Darrington shall not assign its interest in this Agreement without the City's prior written consent, which shall be in the City's sole and absolute discretion.
- h. **Exhibits/Schedules.** The following Exhibits are attached hereto and are incorporated herein by this reference, except that Exhibit D shall not be incorporated into this Agreement:
 - Exhibit A: Legal Description of Real Property
 - Exhibit B: Quit Claim Deed
- i. **Counterparts.** This Agreement may be executed in counterparts and all such executed counterparts shall constitute, when assembled together, one and the same instrument.

- j. **Time is of the Essence.** Time shall be of the essence in this Agreement and each of its provisions.
- k. **Limitation of Liability.** The parties hereto agree that no right or remedy shall be sought or enforced against any direct and indirect shareholders, members, managers, partners, owners, beneficiaries, trustees, directors, officers, employees, representatives, agents or contractors of the other party.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

TOWN OF DARRINGTON:

a Washington municipal corporation

By: _____
Name: _____
Title: _____

THE CITY OF SEATTLE,
a Washington municipal corporation,
through its City Light Department

By: _____
Name: _____
Title: _____

(ACKNOWLEDGMENT)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Dawn Lindell** signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as **General Manager and Chief Executive Officer of the City Light Department of the City of Seattle, a Washington municipal corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date_____

Printed Name _____
 Notary Public in and for the State of WA
 Residing at _____
 My commission expires _____

Notary Seal

(ACKNOWLEDGMENT)

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 202_, before me personally appeared _____, to me known to be the _____ of _____, _____, executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said corporations for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year in this certificate above written.

Printed Name _____
Notary Public in and for the State of WA
Residing at _____
My commission expires _____

Notary Seal

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

QUIT CLAIM DEED