

BEFORE THE BOARD OF COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Authorizing Relinquishment of Certain )  
Properties Not Needed for Public Use ) ORDER  
to Janus Youth Programs, Inc., ) 97-54  
Pursuant to ORS 271.330(2) )

IT APPEARING that the real property described in the attached Agreement for Relinquishment of Property Not Needed for Public Use is surplus to the needs of Multnomah County; and

IT APPEARING that Janus Youth Programs, Inc., an Oregon non profit corporation, is currently utilizing said real property for the purpose of providing social services and child care within the meaning of ORS 271.330(2), including residential and outpatient care of emotionally disturbed and delinquent youth in Multnomah County pursuant to a perpetual lease from Multnomah County; and

IT APPEARING that Multnomah County is obligated to maintain said real property at its sole expense and is unable to use, sell or otherwise achieve gain from said property; and

IT APPEARING that Janus Youth Programs, Inc. could improve its provision of the services described above through greater flexibility in use of the said property through ownership; and

IT APPEARING that Multnomah County is authorized by ORS 271.330(2) to relinquish the property to Janus Youth Programs, Inc. and that the relinquishment will benefit Multnomah County, and the Board being fully advised in the matter; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of County Commissioners authorizes execution of the attached Agreement for Relinquishment of Property Not Needed for Public Use to Janus Youth Programs, Inc. this date and any deeds or other documents required for completion of this relinquishment, and that the County Chair be and hereby is authorized to execute same on behalf of Multnomah County.

DATED this 27th day of March, 1997.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

SANDRA N. DUFFY, ACTING COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Counsel

## AGREEMENT FOR RELINQUISHMENT OF PROPERTY NOT NEEDED FOR PUBLIC USE

THIS AGREEMENT is made this 27 day of March, 1997 by and between Multnomah County, a political subdivision of the State of Oregon (County) and Janus Youth Programs, Inc., an Oregon nonprofit corporation (Janus).

### RECITALS

- A. Janus is an Oregon nonprofit corporation which provides social services and child care within the meaning of ORS 271.330 (2), including residential and outpatient care of emotionally disturbed and delinquent youth.
- B. County is the owner of certain real property (Property) located within Multnomah County and more particularly described in Exhibit I attached hereto and made a part hereof.
- C. Janus occupies and uses the Property, pursuant to its September 1, 1997 agreement with County, to provide social services and child care within the meaning of ORS 271.330 (2).
- D. County wishes to relinquish to Janus and Janus wishes to receive from County title to the Property, upon the terms and conditions recited hereinbelow, in order that Janus may continue to provide and to improve the said social services and child care which it provides.

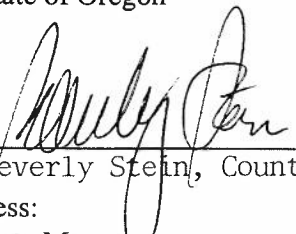
### TERMS AND CONDITIONS

- 1. RELINQUISHMENT OF TITLE. County shall relinquish title to the Property to Janus by Bargain and Sale Deed(s) upon the terms and conditions set forth in this Agreement.
- 2. CONSIDERATION. The consideration for the relinquishment of the Property by County to Janus shall be the provision of social services and child care, including residential and outpatient care of emotionally disturbed and delinquent youth, within the meaning of ORS 271.330 (2) by Janus to citizens of Multnomah County, utilizing the Property.
- 3. VALUE OF PROPERTY. County and Janus agree that the value of the Property at the time of this Agreement is that shown on Exhibit II attached hereto and made a part hereof.
- 4. CONDITIONS OF TITLE RELINQUISHED. Relinquishment of title to the Property by County to Janus shall be subject to the conditions that the Property shall be used to provide social services and child care by a nonprofit corporation or, in the event that Janus shall sell or exchange said Property or a portion thereof, the proceeds of such sale or the fair market value of the Property or portion thereof exchanged shall be used solely and within a period of one year from such sale or exchange for the purpose of acquiring real property or investing in the Regional Children's Campus, Inc. which shall be used by Janus to provide social services and child care as a nonprofit corporation. The Bargain and Sale Deed(s) by which County relinquishes title to Janus shall recite these conditions of title and the reversion of title stated in paragraph 5 below.
- 5. REVERSION OF TITLE. In the event that Janus shall use the Property for purposes other than those set forth in ORS 271.330 (2) or that Janus shall cease being a nonprofit corporation, title to the Property or any portion thereof held by Janus at the time of such use or immediately prior to such time that Janus shall cease to be a nonprofit corporation shall revert to County.

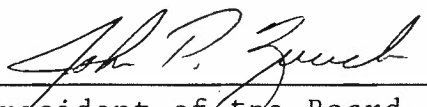
6. TITLE AND CONDITION OF PROPERTY. The Property shall be relinquished by County and accepted by Janus in its condition at the time of delivery of the Bargain and Sale Deed(s) to Janus and County makes no warranty or representation as to the condition of the Property or status of title to the Property at the time of this Agreement or at any other time. The foregoing, notwithstanding, County agrees that prior to delivery of the bargain and sale deed to Janus, County shall, at its expense, complete the re-roofing at Buckman House and demolition of a garage on that property (2445 S.E. Hawthorne Blvd., Portland, OR).
7. TAXES AND ASSESSMENTS. Janus shall be responsible for all taxes and other assessments levied upon the Property and payable after the delivery of the Bargain and Sale Deed(s).
8. COSTS OF RELINQUISHMENT. Janus shall pay all costs of accomplishing the relinquishment of the Property to it with the exception of costs incurred by County for preparation of relinquishment documents and surveys of the Property.
9. DELIVERY OF BARGAIN AND SALE DEED(S). County shall deliver the Bargain and Sale Deed(s) relinquishing the Property to Janus when they have been prepared and properly executed, but not later than 180 days after the date of this Agreement.
10. TERMINATION OF PRIOR AGREEMENTS. All prior agreements between County and Janus regarding the Property, including said September 1, 1977 AGREEMENT shall terminate and be of no further effect upon delivery of the Bargain and Sale Deed(s) to Janus.
11. ENTIRE AGREEMENT. This instrument is the entire, final and complete agreement of the parties pertaining to the relinquishment of the Property and supersedes and replaces all written or oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. Neither party shall be bound by any promises, representations or agreements except as are herein expressly set forth.
12. MISCELLANEOUS. The addresses of the parties to this Agreement for delivery of all notices and the Bargain and Sale Deeds shall be those shown on the signature page of this Agreement. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Multnomah County, a political subdivision of  
the State of Oregon

By   
Beverly Stein, County Chair  
Address:  
Property Management  
2505 S.E. 11<sup>th</sup> Avenue  
Portland, Oregon 97202

Janus Youth Programs, Inc. an  
Oregon nonprofit corporation

John P. Zuercher  
By   
President of the Board  
Address:  
738 N.E. Davis  
Portland, Oregon 97232

REVIEWED

By   
MATTHEW C. LONG  
MULTNOMAH COUNTY COUNSEL



EXHIBIT I

A tract of land situated in the southwest one-quarter of Section 26, T1N, R3E, W.M., City of Troutdale, Multnomah County, Oregon, and being more particularly described as follows:

Beginning at a 3/4" iron pipe which is north 1,724.57 feet and east 1,311.19 feet from the southwest corner of said Section 26, said 3/4" pipe being at the northwest corner of Parcel No. 1 of Partition Plat No. 1990-24, and also being on the south right-of-way line of N.E. Halsey Street (County Road No. 1180); thence S 00° 27' 56" E, along the west line of said Parcel No. 1, 309.17 feet to a 3/4" iron pipe; thence N 85° 09' 14" E along the south line of said Parcel No. 1, 173.36 feet to a 3/4" iron pipe; thence N 20° 43' 05" W, 109.44 feet to a 3/4" iron pipe; thence N 33° 55' 46" W, 233.08 feet to a 3/4" iron pipe on said southerly right-of-way line of said N.E. Halsey Street; thence S 79° 06' 00" W along said right-of-way line, 6.55 feet to the place of beginning.

Containing 0.705 acres.

Together with a 25.00 foot wide easement for ingress and egress purposes as depicted on the west side of Parcel No. 1 of Partition Plat No. 1990-24.

Basis of bearing from Partition Plat No. 1990-24.

EXHIBIT I

Lots 1 and 3, Ainslie Place, Portland, Oregon

Lot 9, Block 2, Goldsmith's Addition, Portland, Oregon

Lot 1 and east  $\frac{1}{2}$  of Lot 2, Block 9, Holladay Park 2<sup>nd</sup> Addition, Portland, Oregon

Lot 1, Block 6, Central Park E P, Portland, Oregon

EXHIBIT II

<u>Property Address</u>	<u>Value</u>
2445 SE Hawthorne Boulevard, Portland OR	\$ 162,800
2346 NW Northrup, Portland OR	266,100
2173 NE Clackamas, Porltnad OR	244,900
2036 SE Taylor, Portland OR	182,700
2160 SW Halsey, Troutdale OR	<u>300,000</u>
Total all Property	\$1,156,500