

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 2016-027

Approving Intergovernmental Agreement with City of Portland for Exchange of Reversionary Interests in Real Property.

The Multnomah County Board of Commissioners Finds:

- a) The City of Portland (City) conveyed to Multnomah County (County), by Bargain & Sale Deed dated July 27, 1923, and recorded August 7, 1923 at Book 929, Page 291, in the Official Records of Multnomah County, Oregon, the real property situated in the City of Troutdale, County of Multnomah, State of Oregon described in Exhibit "A" (the Troutdale Property) to the proposed Intergovernmental Agreement (IGA) attached hereto.
- b) City's Bargain & Sale Deed restricted the Troutdale Property to use for a public purpose and reserved to the City a reversionary interest established by City Ordinance No. 43311, adopted July 27, 1923.
- c) County conveyed to City, by Warranty Deed dated January 10, 1927, and recorded February 27, 1927 at Book 410, Page 1088, in the Official Records of Multnomah County, Oregon, the real property situated in the City of Portland, County of Multnomah, State of Oregon described in Exhibit "B" to the IGA (the Lair Hill Park Property).
- d) County's Warranty Deed restricted the Lair Hill Park Property to public park use only and reserved to the County a reversionary interest.
- e) By Resolution # 04-169, dated November 18, 2004, County declared the Troutdale Property and the adjacent County Pig Farm property (the Pig Farm) to be surplus. By Resolution # 05-056, dated April 14, 2005, the County Board directed FPM to sell the Troutdale Property and the Pig Farm on the open market. County has negotiated and executed an Agreement for Purchase & Sale, and now wishes to sell the Troutdale Property and the Pig Farm to a private party for re-development with agriculture, recreational, open space and wetland mitigation uses.
- f) City wishes to renovate a dormitory building located on the southeasterly portion of the Lair Hill Park Property described in Exhibit "C" to the IGA (the Dormitory Lot), and use or lease the Dormitory Lot for lawful City purposes.
- g) The purposes of the IGA are to release and relinquish City's reversionary right, title, and interest in the Troutdale Property arising by reason of that certain restriction to use for a public purpose and to release and relinquish County's reversionary right, title, and interest in the Dormitory Lot arising by reason of that certain restriction to public park use, subject to the terms and conditions set forth in the IGA.

- h) The current value of the two exchanges is equivalent, particularly in the greater public good to be achieved and the current monetary value of the parties' respective property rights to be relinquished. Execution of the IGA and completion of the exchange permits County to include the Troutdale Property (with a negotiated value of \$389,000.00) with its pending sale of the Pig Farm.
- i) If City, at a future date, elects to convey its fee interest in the Dormitory Lot for private, for-profit use or development, then City shall be entitled to receive, without any restriction, the initial \$389,000.00 paid for any such conveyance, and City shall use any such proceeds exceeding \$389,000.00, after deducting all costs incurred by City to partition, entitle or renovate the building or site improvements on the Dormitory Lot, for an affordable housing or homeless shelter program mutually agreed upon by City's Commissioner in Charge of Portland Parks and Recreation and County's Chair or Chief Operating Officer.

The Multnomah County Board of Commissioners Resolves:

The Board approves and the County Chair is authorized to execute the Intergovernmental Agreement with the City of Portland for Exchange of Reversionary Interests in Real Property (IGA) and to execute the Quit Claim Deeds attached as Exhibits to the IGA, in substantially the form attached hereto. Board approval is needed for any modification or amendment to the IGA or Quit Claim Deeds that results in a material increase in the obligations of County or a material decrease in the benefits for County under the IGA or the Quit Claim Deeds.

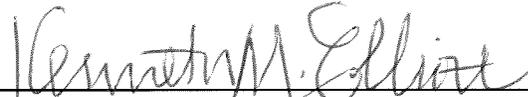
ADOPTED this 14th day of April, 2016.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Deborah Kafoury, Chair

REVIEWED:
JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Kenneth M. Elliott, Assistant County Attorney

SUBMITTED BY: Sherry Swackhamer, Director, Department of County Assets

**INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND CITY OF PORTLAND
FOR EXCHANGE OF REVERSIONARY INTERESTS IN REAL PROPERTY**

This Intergovernmental Agreement for Exchange of Reversionary Interests in Real Property (this “**Agreement**”) is made and entered into by and between **Multnomah County**, an Oregon political subdivision (“**County**”) and the **City of Portland**, an Oregon municipal corporation (“**City**”) (jointly referred to herein as the “**Parties**”), effective as of the date of the last Party to sign this Agreement.

RECITALS:

- A.** City conveyed to County, by Bargain & Sale Deed dated July 27, 1923, and recorded August 7, 1923 at Book 929, Page 291, in the Official Records of Multnomah County, Oregon, the real property situated in the City of Troutdale, County of Multnomah, State of Oregon described in **Exhibit “A,”** attached hereto and made a part hereof (the “**Troutdale Property**”).
- B.** City’s Bargain & Sale Deed restricted the Troutdale Property to use for a public purpose and reserved to the City a reversionary interest established by City Ordinance No. 43311, adopted July 27, 1923.
- C.** County wishes to sell the Troutdale Property to a private party for re-development with agriculture, recreational, open space and wetland mitigation uses.
- D.** County conveyed to City, by Warranty Deed dated January 10, 1927, and recorded February 27, 1927 at Book 410, Page 1088, in the Official Records of Multnomah County, Oregon, the real property situated in the City of Portland, County of Multnomah, State of Oregon described in **Exhibit “B,”** attached hereto and made a part hereof (the “**Lair Hill Park Property**”))
- E.** County’s Warranty Deed restricted the Lair Hill Park Property to public park use only and reserved to the County a reversionary interest.
- F.** City wishes to renovate a dormitory building located on the southeasterly portion of the Lair Hill Park Property described in **Exhibit “C,”** attached hereto and made a part hereof (the “**Dormitory Lot**”), and use or lease the Dormitory Lot for lawful City purposes.
- G.** The purposes of this Agreement are to release and relinquish the reversionary right, title, and interest of City in the Troutdale Property arising by reason of that certain restriction to use for a public purpose and to release and relinquish the reversionary right, title, and interest of County in the Dormitory Lot arising by reason of that certain restriction to public park use, subject to the terms and conditions set forth herein.

H. The current value of these two transactions is equivalent, particularly in the greater public good to be achieved and the current monetary value of the Parties' respective property rights to be relinquished.

NOW, THEREFORE, the Parties hereby incorporate the above Recitals and agree as follows:

AGREEMENTS:

1. City's Obligations.

(a) Upon authorization by Ordinance from the City Council permitting the disposition of City's reversionary real property interest in the Troutdale Property, City shall execute and deliver to County for recording City's Quit Claim Deed in substantially the form attached hereto as **Exhibit "D."**

(b) City agrees to undertake the administrative process and pay the expense for the partition or lot line adjustment separating the Dormitory Lot from the remainder of the Lair Hill Park Property. The Parties hereby agree that the Dormitory Lot will comprise a minimum area of 160 x100 feet, as described in **Exhibit "E"** hereto. If additional land area is required to meet minimum setback requirements based on existing utility or building locations or orientations, the Dormitory Lot may be expanded by a reasonable additional square footage to create a legal lot in compliance with such minimum setback requirements, as mutually agreed by the Parties and described in the partition or lot line adjustment application.

(c) If City elects to convey its fee interest in the Dormitory Lot for private, for-profit use or development, then City shall be entitled to receive, without any restriction, the initial Three Hundred Eighty Nine Thousand and no/100s Dollars (\$389,000.00) paid for any such conveyance, and City shall use any such proceeds exceeding \$389,000.00, after deducting all costs incurred by City to partition, entitle or renovate the building or site improvements on the Dormitory Lot, for an affordable housing or homeless shelter program mutually agreed upon by City's Commissioner in Charge of Portland Parks and Recreation and County's Chair or Chief Operating Officer.

(d) The public park use restriction and County's reversionary interest in the remainder of the Lair Hill Park Property stays intact and is not modified or extinguished by this Agreement.

2. County's Obligations.

(a) Upon notification from City that a partition or lot line adjustment separating the Dormitory Lot from the remainder of the Lair Hill Park Property has been approved and a partition plat recorded and following any necessary County Board action permitting the disposition of County's reversionary real property

interest in the Dormitory Lot, County shall execute and record its Quit Claim Deed in substantially the form attached hereto as **Exhibit “E.”**

3. **Mutual and Reciprocal Obligations.** City and County shall cooperate and exercise good faith efforts and due diligence to complete their respective obligations set forth in Paragraphs 1 and 2 and to make these transactions occur without delay.
4. **Indemnification.** Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, City agrees to indemnify, hold harmless and defend County, its officers, employees and agents from and against all claims, suits, actions, of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney’s fees, resulting from or arising out of the acts of City, its officers, employees or agents under this Agreement. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, County agrees to indemnify, hold harmless and defend City, its officers, employees and agents from and against all claims, suits, actions, of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney’s fees, resulting from or arising out of the acts of County, its officers, employees or agents under this Agreement. City and County indemnification obligations under this Section shall survive the termination of this Agreement.
5. **Successors; No Assignment.** The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Party.
6. **Choice of Law; Place of Enforcement.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflicts of law provision. Venue shall be in Multnomah County, Oregon.
7. **Waivers.** No waiver by either Party of any provision of this Agreement shall be of any force or effect unless in writing. Except as otherwise provided herein, no waiver made by a Party with respect to the performance, or manner or time thereof, or obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver or a waiver by the other Party not joining in such waiver, and no such waiver shall be construed to be a continuing waiver.
8. **No Third Party Beneficiaries.** The Parties intend that the rights, obligations, and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third party beneficiaries to this Agreement, either express or implied.
9. **Severability/Survivability.** If any clause, sentence, or portion of the terms and conditions of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted

by law. All provisions concerning indemnity survive the termination of this Agreement for any cause.

10. Interpretation of Agreement. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.

11. Integration, Modification, and Administrative Changes. This Agreement includes the entire agreement between the Parties on the subject matter contained in this Agreement and supersedes any and all prior or contemporaneous written or oral understandings, representations, or communications of every kind. This Agreement may only be modified in writing by a modification that has been signed by individuals authorized to bind each of the Parties contractually. The Parties shall not make changes to this Agreement through the issuance of permits, approvals, or other administrative requirements or processes.

Dated this ___ day of _____, 2016.

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

By _____
Deborah Kafoury
Chair

By _____
Amanda Fritz
Commissioner

Date: _____

Date: _____

Reviewed:
JENNY M. MADKOUR, COUNTY
ATTORNEY FOR MULTNOMAH COUNTY

Approved as to form:

By _____
Asst. County Attorney

By _____
City Attorney

EXHIBIT "A"

Legal Description of the Troutdale Property

A tract of land located in Section 26, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Troutdale, County of Multnomah and State of Oregon, described as follows:

Beginning at a point South 16°28' East 2087.4 feet from the corner common to Sections 22, 23, 26 and 27, in Township 1 North, Range 3 East of the Willamette Meridian, said point being 306.6 feet North 87°09' East from road angle stone No. 30 in the County Road known as Sandy Road, said point being 94.48 feet North 85°0 9' East from the intersection of the center line of said County Road and the East line of the Swank Homestead Claim; thence running South 89°01' West along the Easterly side of a tract of land conveyed by HC Campbell and wife to Multnomah County, Oregon, by Deed dated September 23, 1909, and recorded at Page 257 of Book 492 of the Deed Records of Multnomah County, Oregon, 831.5 feet to a point on the North line of the right of way of the Oregon-Washington Railroad and Navigation Company, said point being North 13°09' East 2521. 5 feet from the corner common to Sections 26, 27, 34 and 35 of said Township and Range; thence North 75°49' East along the North line of said right of way a distance of 2071.97 feet to a point of curve; thence continuing along the Northerly side line of the said right of way by the arc of the segment of a circle whose radius is 2,915 feet, a distance of 410.3 feet to the center line of the Sandy Road at a point between road angle stones nos. 32 and 33, said point being 350.6 feet North 57°38' West from said road angle stone no. 33; thence along the center line of said Sandy Road North 57°38' West 47 4.24 feet to a road angle stone no. 32; thence along said centerline North 77°30' West 564.5 feet to road angle stone no. 31; thence along said center line South 85°09' West 1479.22 feet to the Place of Beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation by Deed recorded September 7, 1994 at Recording No. 94-134503, Records of Multnomah County, Oregon.

EXHIBIT "B"

Legal Description of the Lair Hill Park Property

Beginning at the intersection of the west line of Second Street with the south line of Hooker Street, thence southerly along the west line of Second Street to the north line of Woods Street; thence westerly along the north line of Woods Street to the right of way of the O. & C. R. R., thence northerly along the easterly side of said O. & C. R. R. to the south line of Hooker Street, thence easterly along the south line of Hooker Street to the point of beginning, said tract being all of Blocks 66 and 78 and part of Blocks 67 and 79, Caruthers Addition to Caruthers Addition and vacated portion of Porter and Third Streets in said Blocks, situated in the City of Portland, County of Multnomah, State of Oregon.

EXHIBIT "C"

Legal Description of the Dormitory Lot

The South 100 feet of the East 160 feet of the following described real property: Beginning at the intersection of the west line of Second Street with the south line of Hooker Street, thence southerly along the west line of Second Street to the north line of Woods Street; thence westerly along the north line of Woods Street to the right of way of the O. & C. R. R., thence northerly along the easterly side of said O. & C. R. R. to the south line of Hooker Street, thence easterly along the south line of Hooker Street to the point of beginning, said tract being all of Blocks 66 and 78 and part of Blocks 67 and 79, Caruthers Addition to Caruthers Addition and vacated portion of Porter and Third Streets in said Blocks, situated in the City of Portland, County of Multnomah, State of Oregon.

EXHIBIT "D"

City's Quit Claim Deed of the Troutdale Property

Until a change is requested,
all tax statements shall be sent to:
Multnomah County
c/o Facilities & Property Management
401 North Dixon
Portland, Oregon 97227

After recording return to:
Multnomah County
c/o County Attorney (ATTN.: KME)
501 SE Hawthorne, Suite 500
Portland, Oregon 97214

STATUTORY QUITCLAIM DEED

THE CITY OF PORTLAND, a municipal corporation in the State of Oregon ("**City**"), releases and quitclaims to **MULTNOMAH COUNTY**, a political subdivision of the State of Oregon ("**County**"), City's reversionary right, title, and interest in and to:

The real property situated in the City of Troutdale, County of Multnomah, State of Oregon described in **Exhibit "A,"** attached hereto and made a part hereof (the "**Property**").

The purpose of this conveyance is to release and relinquish the reversionary right, title, and interest of City in the Property arising by reason of that certain restriction to use for a public purpose and City's reversionary interest established by City Ordinance No. 43311, adopted July 27, 1973, and reserved in the Bargain & Sale Deed from City to County, dated July 27, 1923, and recorded August 7, 1923 at Book 929, Page 291, in the Official Records of Multnomah County, Oregon.

The true consideration for this conveyance consists of other property or value given which is the whole consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST

EXHIBIT "A"

Legal Description of the Property

A tract of land located in Section 26, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Troutdale, County of Multnomah and State of Oregon, described as follows:

Beginning at a point South 16°28' East 2087.4 feet from the corner common to Sections 22, 23, 26 and 27, in Township 1 North, Range 3 East of the Willamette Meridian, said point being 306.6 feet North 87°09' East from road angle stone No. 30 in the County Road known as Sandy Road, said point being 94.48 feet North 85°0' 9" East from the intersection of the center line of said County Road and the East line of the Swank Homestead Claim; thence running South 89°01' West along the Easterly side of a tract of land conveyed by HC Campbell and wife to Multnomah County, Oregon, by Deed dated September 23, 1909, and recorded at Page 257 of Book 492 of the Deed Records of Multnomah County, Oregon, 831.5 feet to a point on the North line of the right of way of the Oregon-Washington Railroad and Navigation Company, said point being North 13°09' East 2521.5 feet from the corner common to Sections 26, 27, 34 and 35 of said Township and Range; thence North 75°49' East along the North line of said right of way a distance of 2071.97 feet to a point of curve; thence continuing along the Northerly side line of the said right of way by the arc of the segment of a circle whose radius is 2,915 feet, a distance of 410.3 feet to the center line of the Sandy Road at a point between road angle stones nos. 32 and 33, said point being 350.6 feet North 57°38' West from said road angle stone no. 33; thence along the center line of said Sandy Road North 57°38' West 47 4.24 feet to a road angle stone no. 32; thence along said centerline North 77°30' West 564.5 feet to road angle stone no. 31; thence along said center line South 85°09' West 1479.22 feet to the Place of Beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation by Deed recorded September 7, 1994 at Recording No. 94-134503, Records of Multnomah County, Oregon.

EXHIBIT "E"

County's Quit Claim Deed of the Dormitory Lot

Until a change is requested,
all tax statements shall be sent to:
City of Portland
Office of Management & Finance
1120 SW Fifth Ave, Suite 1250
Portland, OR 97204

After recording return to:
Office of City Attorney
ATTN.: Linda S. Law
1221 SW Fourth Ave, Suite 430
Portland, OR 97204

STATUTORY QUITCLAIM DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon ("**County**"), releases and quitclaims to **THE CITY OF PORTLAND**, a municipal corporation in the State of Oregon ("**City**"), County's reversionary right, title, and interest in and to:

The South 100 feet of the East 160 feet of the following described real property: Beginning at the intersection of the west line of Second Street with the south line of Hooker Street, thence southerly along the west line of Second Street to the north line of Woods Street; thence westerly along the north line of Woods Street to the right of way of the O. & C. R. R., thence northerly along the easterly side of said O. & C. R. R. to the south line of Hooker Street, thence easterly along the south line of Hooker Street to the point of beginning, said tract being all of Blocks 66 and 78 and part of Blocks 67 and 79, Caruthers Addition to Caruthers Addition and vacated portion of Porter and Third Streets in said Blocks, situated in the City of Portland, County of Multnomah, State of Oregon (the "**Property**").

The purpose of this conveyance is to release and relinquish the reversionary right, title, and interest of County in and to the Property arising by reason of that certain restriction to public park use only and County's reversionary interest reserved in the Warranty Deed from County to City, dated January 10, 1927, and recorded February 27, 1927 at Book 410, Page 1088, in the Official Records of Multnomah County, Oregon.

The conditions of and consideration for this conveyance are that City, its successors and assigns, shall use the Property for public open space, educational, public safety, or non-profit, charitable uses only and that, if City elects to convey its fee interest in the Property for private, for-profit use or development, then City shall be entitled to receive, without any restriction, the initial Three Hundred Eighty Nine Thousand and no/100s Dollars (\$389,000.00) paid for any such conveyance, and City shall use any such proceeds exceeding \$389,000.00, after deducting all costs incurred by City to partition, entitle or renovate the building or site improvements on the Dormitory Lot, for an affordable housing or homeless shelter program mutually agreed upon by

