

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

**RESOLUTION NO. 2019-075**

Approving Intergovernmental Agreement Between Multnomah County and City of Wood Village for Terms of Relinquishment of Reversionary Interest in Real Property.

**The Multnomah County Board of Commissioners Finds:**

- a. County conveyed to City, by Bargain & Sale Deed August 13, 1987, and recorded October 22, 1987 at Book 2052, Page 1935, in the Official Records of Multnomah County, Oregon (as corrected by that Bargain & Sale Deed dated and recorded July 20, 1989, at Book 2222, Page 542) (the "**Deed**"), certain real property situated in the City of Wood Village, County of Multnomah, State of Oregon, including but not limited to that land bearing reference to the Deed depicted in Exhibit A attached hereto and made a part hereof (the "**Deeded Property**").
- b. The County conveyed the Deeded Property pursuant to **ORS 271.330** and, in accordance with that statute, the Deed included a restriction on the use of the Deeded Property that limits the uses of the Deeded Property to use for public park and recreational purposes only (the "**Use Limitation**") and included a provision for the reversion of the property to County if the Deeded Property is not used in conformance with the Use Limitation (the "**Reversionary Interest**").
- c. City is selling the site of its current City Hall. By selling the site, City will add one of the highest value parcels in its one square mile jurisdiction to the tax roll to be developed for mixed-use, residential and commercial purposes, thereby implementing the City's Main Street on Halsey plan.
- d. Through a substantial review process, City sought to identify a new site for a new City Hall that would not redirect existing or future affordable housing and commercial uses to less appropriate locations and would enhance Halsey Street if possible. Privately held parcels meeting this criteria were not available for purchase, but the one-acre parcel within the Deeded Property, depicted in Exhibit A as the "Proposed 1 Acre Addition to U.R.D." (the "**Subject Site**") to the intergovernmental agreement ("**IGA**") attached hereto as **Exhibit 1** was deemed appropriate and capable of being developed with an approximately 10,000 square foot building to be designed to function as a community center and leasable park amenity as well as administrative offices for Wood Village, City Council Chambers, and meeting rooms for community organizations along with our local government. In addition, development of the Subject Site would include improvements designed to enhance the usability of Donald Robertson Park in which the Subject Site is located and City plans to establish more than seven additional acres of park land.

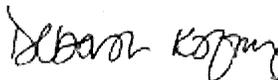
- e. Because City's plans include substantial improvements to and expansion of park land, development of public facilities on land that is already off the tax roll, and continue the use of the Deeded Property for public purposes, all of which are in the best interests of and will best serve the citizens of the City of Wood Village, County desires to facilitate City's plans by waiving the Use Limitation and relinquishing the Reversionary Interest on the condition that the Parties dedicate the net proceeds from any subsequent sale of the Subject Site to a public purpose mutually agreed upon by the Parties.
- f. In addition to serving the best interest of County and City, this transaction promotes the policy of ORS 271.335 authorizing the relinquishment of reversionary interests after a period of twenty years.

**The Multnomah County Board of Commissioners Resolves:**

- 1. The Board approves of the waiver and relinquishment of the Use Limitation and the Reversionary Interest on the conditions described above.
- 2. The County Chair is authorized to execute an intergovernmental agreement on terms substantially consistent with the IGA attached hereto as Exhibit 1; and is further authorized to execute any ancillary documents and amendments necessary to effectuate the purpose and intent of such agreement, including execution of a Quitclaim Deed in substantially the form set forth in the IGA.

**ADOPTED this 29th day of August, 2019.**

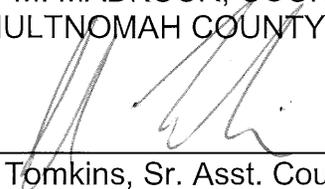
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



\_\_\_\_\_  
Deborah Kafoury, Chair



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

By  \_\_\_\_\_  
Jed Tomkins, Sr. Asst. County Attorney

**SUBMITTED BY: Lori Stegmann, Multnomah County Commissioner District 4**

## EXHIBIT 1

### INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND CITY OF WOOD VILLAGE FOR TERMS OF RELINQUISHMENT OF REVERSIONARY INTEREST IN REAL PROPERTY

This Intergovernmental Agreement Between Multnomah County and City of Wood Village for Terms of Relinquishment of Reversionary Interest in Real Property (this “**Agreement**”) is made and entered into by and between **Multnomah County**, an Oregon political subdivision (“**County**”) and the **City of Wood Village**, an Oregon municipal corporation (“**City**”) (each a “**Party**” and collectively the “**Parties**”), effective as of the date of the last Party to sign this Agreement.

#### RECITALS:

- A. County conveyed to City, by Bargain & Sale Deed August 13, 1987, and recorded October 22, 1987 at Book 2052, Page 1935, in the Official Records of Multnomah County, Oregon (as corrected by that Bargain & Sale Deed dated and recorded July 20, 1989, at Book 2222, Page 542) (the “**Deed**”), certain real property situated in the City of Wood Village, County of Multnomah, State of Oregon, including but not limited to that land bearing reference to the Deed depicted in **Exhibit A** attached hereto and made a part hereof (the “**Deeded Property**”).
- B. The County conveyed the Deeded Property pursuant to ORS 271.330 and, in accordance with that statute, the Deed included a restriction on the use of the Deeded Property that limits the uses of the Deeded Property to use for public park and recreational purposes only (the “**Use Limitation**”) and included a provision for the reversion of the property to County if the Deeded Property is not used in conformance with the Use Limitation (the “**Reversionary Interest**”).
- C. City is selling the site of its current City Hall. By selling the site, the City will add one of the highest value parcels in its one square mile jurisdiction to the tax roll to be developed for mixed-use, residential and commercial purposes, thereby implementing the City’s Main Street on Halsey plan.
- D. Through a substantial review process, City sought to identify a new site for a new City Hall that would not redirect existing or future affordable housing and commercial uses to less appropriate locations and would enhance Halsey Street if possible. Privately held parcels meeting this criteria were not available for purchase, but the one-acre parcel within the Deeded Property, depicted in **Exhibit A** as the “Proposed 1 Acre Addition to U.R.D. and legally described in **Exhibit B** attached hereto and made part hereof (with the legal description in **Exhibit B** controlling over any conflict with the depiction in **Exhibit A**) (the “**Subject Site**”) was deemed appropriate and capable of being developed with an approximately 10,000 square foot building to be designed to function as a community center and leasable park amenity as well as administrative offices for Wood Village, City Council Chambers, and meeting rooms for community organizations along with our local government. In addition, development of the Subject

Site would include improvements designed to enhance the usability of Donald Robertson Park in which the Subject Site is located and City plans to establish more than seven additional acres of park land.

- E. Because City's plans include substantial improvements to and expansion of park land, development of public facilities on land that is already off the tax roll, and continue the use of the Deeded Property for public purposes, all of which are in the best interests of and will best serve the citizens of the City of Wood Village, County desires to facilitate City's plans by waiving the Use Limitation and relinquishing the Reversionary Interest on the condition that the Parties dedicate the net proceeds from any subsequent sale of the Subject Site to a public purpose mutually agreed upon by the Parties.
- F. In addition to serving the best interest of County and City, this transaction promotes the policy of ORS 271.335 authorizing the relinquishment of reversionary interests after a period of twenty years.

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

#### **AGREEMENTS:**

##### **1. Transactional Elements.**

- a. Upon authorization by Resolution of the Multnomah County Board of County Commissioners authorizing waiver of the Use Limitation and relinquishment of the Reversionary Interest, County shall execute and deliver to City for recording a Quitclaim Deed in substantially the form set forth in **Exhibit B**.
- b. If City elects to convey its fee interest in the Subject Site, then City shall use the Net Proceeds therefrom for a public purpose mutually agreed upon by County's Chair and City's Mayor or City Manager. For purposes of this Agreement, the term "Net Proceeds" shall mean the gross proceeds received from the conveyance described in this paragraph less the net book value of any capital asset improvements (as defined by Generally Accepted Accounting Principles and the Governmental Accounting Standards Board) made by City to the Subject Site.
- c. With respect to the remainder of the Deeded Property, the Use Limitation and the Reversionary Interest stay intact and are not modified, released, relinquished, terminated, or otherwise extinguished by this Agreement.

- 2. 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.

3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.

**10. Captions.** The Section headings of this Agreement are for descriptive purposes only and in no way define, limit or describe the scope, intent or meaning of this Agreement.

**11. Signature; Counterparts.** This Agreement may be executed by original, electronic or facsimile signature and in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

**MULTNOMAH COUNTY, OREGON**

**CITY OF WOOD VILLAGE**

By \_\_\_\_\_  
Deborah Kafoury, Chair

By \_\_\_\_\_  
William A. Peterson, Jr.,  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Approved as to form:  
JEFFREY G. CONDIT,  
CITY ATTORNEY

By \_\_\_\_\_  
Jed Tomkins, Sr. Asst. County Attorney

\_\_\_\_\_

**EXHIBIT A**

**Depiction of  
a Portion of the Deeded Property and  
the Entirety of the Subject Site**



**EXHIBIT B**

**Quitclaim Deed, Including Legal Description of Subject Site**

**After recording, return to:**

City of Wood Village

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Until a change is requested, all tax statements shall be sent to the following address:**

City of Wood Village

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**STATUTORY QUITCLAIM DEED**

**MULTNOMAH COUNTY**, a political subdivision of the State of Oregon, **Grantor**, releases and quitclaims to the **CITY OF WOOD VILLAGE**, a municipal corporation in the State of Oregon, **Grantee**, all of Grantor's reversionary right, title, and interest in and to the following described real property:

The real property situated in the City of Wood Village, 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 Grantor in the Property arising by reason of that certain restriction to use for public park and recreational purposes only and Grantor's reversionary interest reserved in the Bargain & Sale Deed from Grantor to Grantee, dated August 13, 1987, and recorded October 22, 1987 at Book 2052, Page 1935, as corrected by that Bargain & Sale Deed from Grantor to Grantee, dated and recorded July 20, 1989, at Book 2222, Page 542, all 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 FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, 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



## EXHIBIT A

### Real Property Legal Description

A portion of that Bargain and Sale Deed to the City of Wood Village recorded July 25, 1989 in Deed Book 2222, Page 542 located in the Southwest One Quarter of Section 26, Township 1 North, Range 3 East of the Willamette Meridian, Multnomah County, Oregon beginning more particularly described as follows:

Commencing at the northeast corner of Block 9 of "Wood Village" a duly recorded subdivision of Multnomah County and a point on the east line of Section 27;

Thence south along the east line of said "Wood Village" Subdivision and the east line of said Section 27 a distance of 185.42 feet more or less to the Northwest corner of said Book 2222, Page 542 also being Southwest corner of that City of Wood Village parcel described in Multnomah County Deed Book 1972 at Page 564 (recorded 09-03-1959) and the Southwest corner of those lands surveyed in Survey Number 13333 as recorded in the Multnomah County Survey records and the **Point of Beginning**;

Thence south along the east line of said Section 27 a distance of 208.00 feet to a line laying parallel with the south line of said City of Wood Village parcel;

Thence east along said parallel line a distance of 208.00 feet to a line laying parallel with the east line of said Section 27;

Thence north along last said parallel line a distance of 208.00 feet to the south line of said City of Wood Village parcel described in Multnomah County Deed Book 1972 at Page 564 (recorded 09-03-1959);

Thence west along the south line of said City of Wood Village parcel 208.00 feet to the **Point of the Beginning**.

Containing 1 acre more or less.