

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

**RESOLUTION NO. 2020-108**

Approving Relinquishment of Title to Land Located Along NE 257<sup>th</sup>, Troutdale, Oregon, and Approving an Intergovernmental Agreement with Home Forward.

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

- a. On November 6, 2018, voters approved a \$652.8 million bond measure (“Bond Measure”), directing Metro to fund affordable housing throughout the Metro region. As defined in the Bond Measure, the term “affordable housing” means “land and improvements for residential units occupied by low-income families making 80% or less of area median income.” Such housing may be of any type, including but not limited to single-family, multi-family, houses, apartments, and/or the land on which such facilities are located or may be constructed.
- b. Through Resolution No. 19-4956 (January 31, 2019), the Metro Council adopted the Affordable Housing Program Work Plan (“**Work Plan**”) which “provides a comprehensive plan for implementing Metro’s Bond Measure program (referred to therein as the “**Housing Bond Program**” or “**Program**”).” The Work Plan is the governing document for Program implementation, addresses how Bond Measure proceeds will be administered to ensure delivery of the outcomes described in the Bond Measure, and sets forth unit production goals, commitments to advancing racial equity, and implementation guidelines developed in collaboration with stakeholders, jurisdictions, housing providers and other partners.
- c. Although overseen by Metro, the Housing Bond Program is implemented by Local Implementation Partners (“**LIPs**”) (counties, cities, and public housing authorities), who are best positioned to respond to community affordable housing needs. The LIPs in Multnomah County are the Cities of Portland and Gresham and the public housing authority, Home Forward.
- d. Although the County is not an LIP for purposes of the Work Plan, the County is an advocate of both affordable housing throughout the County and the Housing Bond Program.
- e. Pursuant to Resolution 2016-124, the County acquired title to the unimproved land described in Exhibit A to Exhibit 1.1 to Exhibit 1 to this Resolution (“**Property**”). Although originally purchased for the Multnomah County Sheriff’s Office purposes, such need no longer exists and the Property is ideally suited for affordable housing development because it is located near jobs, services, a new elementary school, public transportation and there is documented need for affordable housing based on the city of Troutdale’s Housing Needs Analysis.
- f. To meet its obligations under the Work Plan and the Housing Bond Program, Home Forward desires to develop an affordable housing project on the Property (“**Project**”).

- g. Pursuant to ORS 275.030(2), the County is authorized to relinquish title to the Property to a qualifying nonprofit or municipal corporation, such as Home Forward, for low income housing purposes under ORS 271.330(2)(a)(A) because the Property was not acquired by the County by foreclosure for nonpayment of real property taxes and because it is not to the best interest of the County to sell and convey the property in a manner provided under ORS chapter 275. Further, such a transfer of property for low income housing purposes may be performed under ORS 271.330 without inclusion of the reversionary interest otherwise required under ORS 271.330(6); however, the absence of such statutory obligation does not preclude the County from electing to relinquish title subject to a restriction on the use of the Property for affordable housing purposes and reversionary interest.
- h. In furtherance of the public interest in implementation of the Housing Bond Program and development of affordable housing in Multnomah County, Oregon, the County desires to facilitate Home Forward's work under the Work Plan and the Housing Bond Program by relinquishing fee title to the Property to Home Forward for development of the Project by Home Forward and it is in the best interests of Multnomah County to do so.

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

1. The Board approves of the relinquishment of title to the Property to Home Forward for development of the Project by Home Forward on terms and conditions substantially consistent with the intergovernmental agreement attached hereto as Exhibit 1.
2. The County Chair is authorized to execute an intergovernmental agreement with Home Forward on terms substantially consistent with the intergovernmental agreement attached hereto as Exhibit 1; and is further authorized to execute any ancillary agreements, amendments, or other instruments necessary to effectuate the purpose and intent of such agreement and this Resolution, including execution of a Bargain & Sale Deed in substantially the form set forth in Exhibit 1.1 to Exhibit 1.
3. The Property is exempt from the surplus process set forth in Resolution 2018-005.

**ADOPTED this 17th day of December, 2020.**



BOARD OF COUNTY  
COMMISSIONERS FOR MULTNOMAH  
COUN

*Deborah Kafoury*

Deborah Kafoury, Chair

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

By *Jed Tomkins*  
Jed Tomkins, Sr. Asst. County Attorney

**SUBMITTED BY: Tracey Massey, Interim DCA Director**

## **EXHIBIT 1**

### **INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND HOME FORWARD FOR TERMS OF TRANSFER OF TITLE TO REAL PROPERTY**

**(September 2020)**

This Intergovernmental Agreement Between Multnomah County and Home Forward for Terms of Transfer of Title to Real Property (this “**Agreement**”) is made and entered into by and between **Multnomah County**, an Oregon political subdivision (“**County**”) and **Home Forward**, an Oregon municipal corporation (“**HF**”) (each a “**Party**” and collectively the “**Parties**”), effective as of the date of the last Party to sign this Agreement.

#### **RECITALS:**

The following Recitals set forth the context within which the terms and conditions of this Agreement arise:

- A. On November 6, 2018, voters approved a \$652.8 million bond measure (“**Bond Measure**”), directing Metro to fund affordable housing throughout the Metro region. As defined in the Bond Measure, the term “affordable housing” means “land and improvements for residential units occupied by low-income families making 80% or less of area median income.” Such housing may be of any type, including but not limited to single-family, multi-family, houses, apartments, and/or the land on which such facilities are located or may be constructed.
- B. Through Resolution No. 19-4956 (January 31, 2019), the Metro Council adopted the Affordable Housing Program Work Plan (“**Work Plan**”) which “provides a comprehensive plan for implementing Metro’s Bond Measure program (referred to therein as the “**Housing Bond Program**” or “**Program**”).” The Work Plan is the governing document for Program implementation, addresses how Bond Measure proceeds will be administered to ensure delivery of the outcomes described in the Bond Measure, and sets forth unit production goals, commitments to advancing racial equity, and implementation guidelines developed in collaboration with stakeholders, jurisdictions, housing providers and other partners.
- C. Although overseen by Metro, the Housing Bond Program is implemented by Local Implementation Partners (“**LIPs**”) (counties, cities, and public housing authorities), who are best positioned to respond to community affordable housing needs. The LIPs in Multnomah County are the Cities of Portland and Gresham and the public housing authority, Home Forward.
- D. Although County is not an LIP for purposes of the Work Plan, the County is an advocate of both affordable housing throughout the County and the Housing Bond Program. Further, the County is the owner of the unimproved land described in Exhibit A to this Agreement (“**Property**”). The Property is ideally suited for affordable housing development because it is located near jobs, services, a new elementary school, public transportation and there is documented need for affordable housing based on the city of Troutdale’s Housing Needs Analysis.
- E. To meet its obligations under the Work Plan and the Housing Bond Program, HF desires to develop an affordable housing project on the Property (“**Project**”).
- F. In furtherance of the public interest in implementation of the Housing Bond Program and development of affordable housing in Multnomah County, Oregon, the County desires to facilitate HF’s work under

the Work Plan and the Housing Bond Program by relinquishing title in the Property for development of the Project by HF.

NOW, THEREFORE, in furtherance of the Parties desires, and in consideration of the representations, covenants and warranties exchanged herein, the Parties AGREE as follows:

### **AGREEMENTS:**

#### **1. Incorporation of Recitals.**

- a. The foregoing Recitals are true and accurate and are a part of the terms and conditions of this Agreement.

#### **2. Transactional Elements.**

- a. Pursuant to Resolution of the Multnomah County Board of County Commissioners authorizing relinquishment of title to the Property (“**County Resolution**”) to HF, County shall execute and deliver into an escrow, to which HF is a party and which was opened for the purpose of closing the financing for the Project (“**Escrow**”), a Bargain & Sale Deed in substantially the form set forth in **Exhibit 1.1** to this Agreement (“**Deed**”) conveying the Property to HF on the terms set forth therein. County shall have no obligation under this paragraph to deliver the Deed if the Escrow is not opened, and/or the closing thereof does not occur, within two (2) years after the effective date of the County Resolution. The Parties acknowledge that, for financing purposes, HF may subsequently convey the Property to an entity organized for the purpose of financing and development of the Project (“**Project Entity**”).
- b. If, subsequent to the the County’s conveyance of the Property pursuant to Section 1.a of this Agreement, HF elects to convey its interest in the Property (or any part thereof) to a party other than a Project Entity, then HF shall use the Net Proceeds therefrom for a public purpose mutually agreed upon by County’s Chair and HF’s Executive Director. For purposes of this Agreement, the term “Net Proceeds” shall mean the gross proceeds received from the subsequent transfer 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 HF to the Property.

#### **3. Indemnification.** Subject to applicable limitations of the Oregon Tort Claims Act and the Oregon Constitution, HF 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 or omissions of HF or its officers, employees or agents relating to this Agreement.

#### **4. 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.

- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.

*[Signatures on following page]*

**MULTNOMAH COUNTY, OREGON**

**HOME FORWARD**

By \_\_\_\_\_  
\_\_\_\_\_, Chair

By \_\_\_\_\_  
\_\_\_\_\_,  
Executive Director

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

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

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

By \_\_\_\_\_

## **EXHIBIT 1.1**

### **After recording return to:**

Home Forward, an Oregon municipal corporation  
ATTN: \_\_\_\_\_, Executive Director  
135 SW Ash Street  
Portland, Oregon 97204

### **Until a change is requested, all tax statements shall be sent to:**

Home Forward, an Oregon municipal corporation  
ATTN: \_\_\_\_\_, Executive Director  
135 SW Ash Street  
Portland, Oregon 97204

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **BARGAIN & SALE DEED**

MULTNOMAH COUNTY, an Oregon political subdivision, Grantor, conveys to Home Forward, an Oregon municipal corporation, Grantee, the real property described in **Exhibit A** attached to this Bargain and Sale Deed and by this reference incorporated herein.

THE ABOVE DESCRIBED PROPERTY TO BE USED BY THE GRANTEE HEREIN FOR AFFORDABLE HOUSING (INCLUDING ASSOCIATED AMENITIES) PURPOSES ONLY. When said property is no longer so used, the interest and estate of Grantee, its heirs, successors or assigns in said property shall automatically terminate and the same shall automatically revert to the Grantor herein.

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 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance consists of the representations, covenants and warranties described in Multnomah County Resolution \_\_\_\_\_, authorizing the transfer of real property herein, and executed through that certain Intergovernmental Agreement Between Multnomah County and Home Forward for Terms of Transfer of Title to Real Property (\_\_\_\_\_, 2020), which is the whole consideration.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**MULTNOMAH COUNTY,**  
an Oregon political subdivision.

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

STATE OF OREGON            )  
  ) ss.  
County of Multnomah        )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as Chair of MULTNOMAH COUNTY, an Oregon political subdivision, on its behalf.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:\_\_\_\_\_

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

By: \_\_\_\_\_



Home Forward, an Oregon municipal corporation, acting by and through its Board of Commissioners, approves this conveyance and accepts the title conveyed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTEE:** **HOME FORWARD,**  
an Oregon municipal corporation.

By: \_\_\_\_\_  
\_\_\_\_\_, Executive Director

STATE OF OREGON            )  
  ) ss.  
County of Multnomah        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as Executive Director of HOME FORWARD, an Oregon municipal corporation.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**REAL PROPERTY LEGAL DESCRIPTION**

Real property in the County of Multnomah, State of Oregon, described as follows:

**PARCEL I:**

Parcel 2, PARTITION PLAT NO. 1999-13, in the City of Troutdale, County of Multnomah and State of Oregon.

**PARCEL II:**

Parcel 1, PARTITION PLAT NO. 1999-28, in the City of Troutdale, County of Multnomah and State of Oregon.