

## ORDINANCE NO.

173036

Title

\*MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND METRO, FRIENDS OF FOREST PARK AND LOGAN PARK RAMSEY, AMANDA RAMSEY, SUSAN RAMSEY, MARIA FE RAMSEY AND THE ESTATE OF MARGARETTA RAMSEY. (Ordinance)

INTRODUCED BY	DATE FILED: <b>JAN 15 1999</b>
Jim Francesconi	Gary Blackmer Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	By: <u>Cory Kershner</u> Deputy
Finance and Administration	For Meeting of: _____
Safety	ACTION TAKEN:
Utilities <u>gfb/leg</u>	
Works	
BUREAU APPROVAL	
Bureau: Parks & Recreation	
Prepared by Hauerbach Date 1/12/99	
Budget Impact Review:	
___ Completed ___ Not Required	
Bureau Head:	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
Consent <input checked="" type="checkbox"/>	Regular	Francesconi	Francesconi	<input checked="" type="checkbox"/>	
NOTED BY		Hales	Hales	<input checked="" type="checkbox"/>	
City Attorney		Saltzman	Saltzman	<input checked="" type="checkbox"/>	
City Auditor		Sten	Sten	<input checked="" type="checkbox"/>	
City Engineer		Katz	Katz	<input checked="" type="checkbox"/>	

ORDINANCE NO:

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\*Memorandum of Understanding between the City and Metro, Friends of Forest Park and Logan Ramsey, Amanda Ramsey, Susan Ramsey, Maria Fe Ramsey and the Estate of Margareta Ramsey. (Ordinance.)

The City of Portland Ordains:

Section 1. The Council finds:

1. On March 16, 1994, by Ordinance No. 167463, the City Council declared the public necessity of acquiring property owned by Logan Ramsey, Amanda Ramsey, Susan Ramsey (aka Mary Susan Pope), Maria Fe Ramsey and the Estate of Margareta Ramsey, and authorized the commencement of eminent domain proceedings to acquire the property.
2. Following unsuccessful attempts to negotiate with the property owners for the voluntary sale of the property, the City Attorney commenced an action entitled *City of Portland v. Logan Ramsey, et al.*, Multnomah County Circuit Court No. 9412-08399, to acquire the property by eminent domain.
3. After passage by the voters of Measure 26-26, Metro attempted to negotiate with the property owners to acquire the property.
4. The Friends of Forest Park, an Oregon non-profit corporation, has raised money sufficient to contribute to the acquisition of the property and the costs of the eminent domain proceeding.
5. The City, Metro, Friends of Forest Park and the property owners have negotiated an agreement to resolve the issues in the eminent domain action and to acquire the property for public park and recreation purposes.

NOW, THEREFORE, the Council directs:

- a. The Commissioner in Charge of Portland Parks and Recreation is authorized to execute on behalf of the City of Portland the "Fourth Amended Memorandum of Understanding" attached to this Ordinance.

Section 2. The Council declares that an emergency exists in order to avoid undue delay in acquiring this vital resource and to effectuate the agreement of the parties; therefore, this Ordinance shall be in effect from and after its passage by the Council.

**Passed by Council:** **JAN 20 1999**  
Commissioner Francesconi  
Harry Auerbach  
January 12, 1999

**GARY BLACKMER**  
Auditor of the City of Portland  
By:

*Bette Olson*

Deputy

173036  
FILE COPY

**FOURTH AMENDED  
MEMORANDUM OF UNDERSTANDING BETWEEN  
RAMSEY HEIRS AND CITY OF PORTLAND METRO  
OF CONDEMNATION SETTLEMENT Re: 73-acre & 31-acre parcels**

**1. Appraised values:**

Unless the data developed for appraisal review that is currently being made by Mark Skelte & Associates provides support for greater values, the pertinent real property appraised values established in May, 1996 will be increased at the rate of 10% per annum [for a minimum total of a 20% increase in said appraised values from May 1996 to May 1998], and the May 1996 appraised values as increased to May 1998 were as follows:

73-acre parcel for	\$660,000.00
Approx. 31-acre parcel for	\$384,000.00

Said May, 1998 appraised values [plus an additional pro-rata increase, if any, for the period of time between May 1998 and the date of closing as supported by the aforementioned Mark Skelte & Associates appraisal review] shall be paid to the Ramsey Heirs by METRO as the purchase price for said parcels at the closing dates provided in paragraph 7 - Closing Dates, hereinbelow.

**2. Support of Ramsey's development of retained real property.**

METRO, The Friends of Forest Park and the Portland Parks and Recreation, a bureau of the City of Portland promise to fully support the Ramsey's partitioning and development of the lands described in the attached exhibits as "Parcels 1, 2 & 3" by further partition of:

- (a) "Parcel 1" into two (2) buildable residential lots;
- (b) "Parcel 2" into two (2) buildable residential lots; and
- (c) "Parcel 3" into three (3) buildable residential lots, plus
- (d) a lot line adjustment of "Parcel 3" so that the remaining approximate 31-acre parcel

may be sold and deeded to METRO and the City of Portland.

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**3. Development rights:**

METRO also agrees to purchase two (2) "conservation easements", the location and configuration of which are selected by the Ramseys in their sole discretion and offered for sale for total sum of \$195,000.00, unless greater increased values are supported by the aforementioned appraisal review currently being made by Mark Skelte & Associates, in which case the greater values shall apply to said purchase.

**4. Engineering & Attorney fees reimbursement:**

METRO shall also reimburse the Ramsey Heirs for engineering, attorney and appraisal fees expended in the amount of \$14,000.00.

**5. Contribution of The Friends of Forest Park:**

The Friends of Forest park shall contribute an additional sum of \$320,000.00 [plus interest earnings from June 1996 until paid] to the Ramsey Heirs as part of the purchase price for said parcels at the closing dates provided in paragraph 7 - Closing Dates, hereinbelow.

**6. Obligations of the City of Portland:**

In recognition of the Ramsey Heirs' agreement to sell the 73-acre and approximate 31-acre parcels specified in paragraph I of this Memorandum of Understanding, the City agrees to review and approve, if the Ramsey Heirs demonstrate all approval criteria are met to the City's satisfaction, an application to designate the approximate 31-acre parcel as environmental mitigation for the following actions:

(a) Redrawing the "RF(c)" zone line as shown on the attached "Map 2 - Buildable & Disturbed Areas", to remove approximately 4.28 acres of the existing "C" overlay zone, so that the remaining "RF" zone in Parcels 2 and 3 is increased to a total of approximately 6.78 acres highlighted in yellow as shown on the attached "Map 3 - Proposed Area to be excluded from C Overlay"; and

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(b) Making no change in the "P" overlay zone boundary line in the "RFp" zone acreage as established by the "Northwest Hills Natural Areas Protection Plan" of 1991, shown highlighted in green on the attached "Map 3 - Proposed Area to be excluded from C Overlay."

(c). In lieu of the "RF" zone, (c) and "P" overlay boundary line amendments stated in subparagraphs 6 (a) and (b) hereinabove, the City of Portland may accomplish the same redesignation mentioned in 6 (a) above through the environmental review process underway in Land Use Case File No. LUR 98-00872 by permitting the application's amendment to include a "C" zone boundary line modification using procedures set forth in the Portland Zoning Code [Adopted by Ordinance #163608] Sections 33.430.210 through 33.280, specifically 33.430.250(D).

(d) METRO, Portland Parks and Recreation, a bureau of the City of Portland and the Friends of Forest Park agree to provide good faith support of these applications based on the environmental effects of the sale of land and "conservation easements" contemplated in this Agreement. These agencies also agree to provide the Ramsey Heirs with all reasonably available information deemed necessary for the agencies' good faith support of said applications and for the Ramsey Heirs to demonstrate the applications' satisfaction of the City Planning criteria.

In the event the approvals sought under both Items 2 and 6 are obtained, it is specifically agreed that the Ramsey's may use the standards applicable under Item 6 to site and develop the home sites on the retained property. However, in the event that the above applications are not approved, the Ramseys may elect to not proceed with the sale of development rights identified under Item 3 hereinabove.

**7. Closing date:**

(a) As soon as practicable within 30 days after the parties have all signed this Memorandum of Understanding, the Ramsey Heirs will first sell and deed over the 73-acre parcel

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in escrow to METRO and the City of Portland for payments to the Ramsey Heirs as follows:

(A) By METRO of the sums of \$705,000.00 purchase price, based on an increase as provided in paragraph 1, projected to January 1999, hereinabove, and \$14,000.00 for reimbursement of engineering, attorney and appraisal fees expended as provided in paragraph 4 hereinabove.

(B) By the Friends of Forest Park of Approximately Eighty-Seven & One-Half Percent (87.5%) of the sum of the \$320,000.00 additional contribution to the purchase prices, or the net amount of \$280,000, plus interest on said amount as provided in paragraph 5 hereinabove.

(b) When the actions specified in paragraphs 2 and 6 have been approved and adopted by the City of Portland, then the sale and closing of the remaining approximate 31-acre parcel as specified in paragraph 1 and 3 shall occur as soon as practicable within 30-days thereafter and the Ramsey Heirs will then sell and deed over the approximate 31-acre parcel in escrow to METRO and the City of Portland for payments to the Ramsey Heirs as follows:

(A) By METRO of the remaining sum of \$384,000.00 of the purchase price, plus any reappraisal increase as provided in paragraph 1 hereinabove;

(B) By The Friends of Forest Park of the remaining Twelve & One-half Percent (12.5%) of the \$320,000 additional contribution to the purchase price, or the net amount of \$40,000.00, plus interest on said amount as provided in paragraph 5 hereinabove.

(c). In the event that the site development actions for the retained property specified in paragraphs 2 and 6 are not ultimately approved and adopted by the City of Portland, and not upheld if appealed on administrative and/or judicial review, this "Memorandum Of Understanding" shall become null and void as regards to sale and transfer of the approximate 31-acre parcel, and all of the Ramsey Heirs' counterclaims regarding inverse condemnation and temporary taking alleged by said

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defendants in the matter of City of Portland vs. Ramsey et al, Multnomah County Circuit Court

Civil No. 9412-08399 shall remain in full force and effect.

8. Agreement of the City of Portland & The Friends of Forest Park:

This understanding is subject to approval of the City Council of the City of Portland and The Friends of Forest Park.

9. Ratification by METRO Council:

This understanding is subject to ratification of a majority of the members of the METRO Council.

METRO:

CITY OF PORTLAND:

\_\_\_\_\_  
Dan Cooper, Esq                      date

\_\_\_\_\_  
\_\_\_\_\_  
date

\_\_\_\_\_  
Jim Desmond                      date

\_\_\_\_\_  
\_\_\_\_\_  
date

RAMSEY HEIRS:

\_\_\_\_\_  
Amanda Lee Ramsey                      date 12/30/98

\_\_\_\_\_  
Susan Ramsey                      date Jan 4, 1999

\_\_\_\_\_  
Walter P Ramsey, individually &  
as Personal Representative of the  
Estate of Margaretta F. Ramsey  
Date: 12/18/98

\_\_\_\_\_  
Logan C. Ramsey                      date 12/18/98

\_\_\_\_\_  
Maria Fe Ramsey                      date 12/20/98

APPROVED AS TO FORM

\_\_\_\_\_  
Jeffrey L. Rogers  
CITY ATTORNEY