

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

**ORDER NO. 2013-144**

Authorizing the Sheriff's Sale of Tax Foreclosed Property and Execution of Sale Documents.

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

- a. Multnomah County has acquired through the foreclosure of liens for delinquent real property taxes 13 real property parcels more particularly described in the attached Exhibit A (the "Property").
- b. Title to the Property is now vested in Multnomah County as provided under ORS 312.270.
- c. The County does not need the Property for County purposes or uses, it is in the best interest of the County to offer the Property at a sheriff's sale in accordance with the provisions of ORS 275.110 through 275.190.

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

1. The Multnomah County Sheriff (MCSO) is directed to conduct a sheriff's sale of the Property in compliance with ORS 275.110 through ORS 275.190; for not less than the minimum bid/price set for each separate parcel as provided in Exhibit A.
2. MCSO shall coordinate with the County's Special Programs Group (SPG) to determine the date and time of the sheriff's sale in compliance with ORS 275.140; the County Assessor shall have the authority to issue and implement reasonable rules and procedures relating to SPG's role in the oversight and disposition of the properties offered at the sheriff's sale; and said rules and procedures shall be included, or as a link thereto, in any notice issued by the County or MCSO regarding the sheriff's sale.
3. MCSO shall provide notice of the sheriff's sale in compliance with ORS 275.120.
4. All parcels sold at the sheriff's sale will be for cash, including the option of an earnest money agreement that requires payment of an earnest money deposit upon execution and payment of the outstanding balance in one additional payment as allowed under ORS 275.188 and ORS 275.190.
5. With respect to the 13 parcels described in Exhibit A, the County Assessor is authorized to execute an earnest money agreement, if applicable; in substantial conformance with the form of agreement attached as Exhibit B; and a deed in substantial conformance with the deed attached as Exhibit C for the specific parcel purchased at the sheriff's sale.
6. The Chair or the County Assessor shall have the authority to withdraw any property from the list of properties authorized for this public sale at any time; and the Chair shall

be authorized to approve any subsequent disposition of such withdrawn property as otherwise allowed under applicable law.

7. Any property not sold at the sheriff's sale may thereafter be sold at private sale for cash in compliance with ORS 275.200; provided any such private sale shall be conducted without the option of an earnest money agreement, the purchase price in cash shall be due at or before the date of sale, and the Chair is authorized to execute a deed in substantial conformance with the deed attached as Exhibit C for any such property sold by private sale.

**ADOPTED this 31st day of October, 2013.**

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



---

Marissa Madrigal, Acting Chair

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

By   
Courtney Lords, Assistant County Attorney

SUBMITTED BY: Sherry Swackhamer, Interim Director, Dept. of County Management.

1.	Legal Description:	The West 100 feet of the East 178.21 feet of the South 38.46 feet of Lot 5, and the West 100 feet of the East 178.21 feet of Lot 6, Block 7 DAGMAR ACRES, in the County of Multnomah and State of Oregon.
	Approximate Location:	13015 SE Sherman St, Portland OR 97233
	Tax Account Number:	R144012
	Minimum Bid/Price:	\$80,500
	Expenses:	\$4,400
	City Liens:	\$45,452
2.	Legal Description:	<p>All that portion of Lot 1, Block 4, "Cook's 2nd Addition to Albina" lying Northeasterly of the Southwesterly line of the following described tract of land. Also including part of vacated street, Ordinance 163244, lying East of said Lot 1 and adjacent.</p> <p>A tract of land including portions of Block 4, Cook's 2nd Addition to Albina, and N. Montana Avenue and N. Cook Street (Grant Street), all located within northwest one-quarter of Section 27 Township 1 North, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, State of Oregon. more particularly described as follows:</p> <p>Bearings and distances are based on PS 44592, a duly recorded survey in Multnomah County. Beginning at the Northeast corner of Block 4, "Cook's 2nd Addition to Albina"; thence along the Easterly extension of the North line of said Block 4. S. 89°51'00" E., 75.00 feet to the East line of N. Montana Avenue; thence South along said East line, a distance of 50.13 feet to the Northeasterly line of N. Cook Street (Grant Street); thence along said Northerly line, S. 52°30'58" E. 264.29 feet to a point on the West line of N. Minnesota Avenue; thence along said West line, South 81.80 feet, to the Northeasterly line of N. Interstate Avenue; thence along said Northeasterly line, N 52°36'58" W, 482.34 feet to the South line of N. Kaiser Center Drive (Revere Street); thence along said South line, also being the North line of said Block 4 of "Cook's 2nd Addition to Albina", S. 89°51'00" E., 98.26 feet to the Point of Beginning.</p> <p>Except the Southwesterly 20.00 feet of the above described area.</p> <p>Including part of vacated street, said part being South of the centerline of N. Kaiser Center Drive inuring to Lot 1, Block 4, "Cook's 2<sup>nd</sup> Addition to Albina" per vacation Ordinance 167945.</p>
	Approximate Location:	Adjacent to 3500 N Interstate Ave, Portland OR 97227
	Tax Account Number:	R139497
	Minimum Bid/Price:	\$16,000
	Expenses:	\$1,462
	City Liens	\$0

3.	Legal Description:	Lot 3, Block 2, FISKE ADDITION, in the City of Portland, County of Multnomah and State of Oregon.
	Approximate Location:	7520 SW 51st Ave, Portland OR 97219
	Tax Account Number:	R163839
	Minimum Bid/Price:	\$78,000
	Expenses:	\$5,439
	City Liens:	\$101,679
4.	Legal Description:	A tract of land in Section 7, Township 1 South, Range 3 East, Willamette Meridian, Multnomah County, Oregon described as follows:  Beginning at the intersection of the Southerly projection of the West line of Lots 5 and 6, Block 14, Sun Bow Valley a subdivision of Block 14 and the North right of way line of Powell Valley Road; thence North along the West line of said Lots 5 and 6, to the most Southerly Southeast corner of Lot 4, Block 14 Sun Bow Valley; thence Northwesterly along the South line of said Lot 4, a distance of 70 feet; thence Southwesterly in a straight line to a point of the North line of Powell Valley Road, said point being 80 feet Northwesterly from the aforesaid point of beginning; thence Southeasterly along the North right of way line of said Powell Valley road a distance of 80 feet to the point of beginning.
	Approximate Location:	16625 SE Powell Blvd, Portland OR 97236
	Tax Account Number:	R338444
	Minimum Bid/Price:	\$66,000
	Expenses:	\$13,594
	City Liens:	\$0
5.	Legal Description:	A tract of land situated in the Southeast quarter of Section 15, T. 1 N., R. 5 E., W.M., Multnomah County, Oregon described as follows:  Beginning at an iron rod at the intersection of the east line of said Section 15, with the northerly line of the Crown Point Highway (60 feet wide) ; thence S 48°37'30" W. along said northerly line, 68.14 feet to an iron rod; thence N 14°48'36" W. 33.54 feet to an iron rod; thence N 41°22'30" W. 103.00 feet to an iron rod; thence N 46°10'50" W. 131.00 feet to an iron rod; thence continuing N 46°10'50" W. 75.49 feet to the southerly right of way line of the O.W.R. & N. Co.; thence along said southerly line N 44°41'15" E. 22.16 feet to a point of spiral curve on said southerly right of way line; thence northeasterly along said southerly line, on a spiral curve to the right, a distance of 150.00 feet to a point of circular curve to the right; thence continuing along said southerly line on the arc of a 5654.58 foot radius curve to the right and through a central angle of 2°08'57", a distance of 212.11 feet to a point on the east line of said Section 15; thence S 0°15'03" E. along said east line, 474.85 feet to the point of beginning.  New balance is 1.69 acres (1983).

**Exhibit A**  
**Proposed For Sheriff's Sale By Multnomah County**

Approximate Location:	48115 W/ E Hist Columbia River Hwy, Corbett OR
Tax Account Number:	R322915
Minimum Bid/Price:	\$34,000 (for both contiguous properties)
Expenses:	\$1,260
City Liens:	\$0

6. Legal Description: A tract of land situated in the southeast quarter of Section 15, T 1N., R 5 E., W.M., Multnomah County, Oregon, described as follows:
- Commencing at an iron rod at the intersection of the east line of said Section 15, with the northerly line of the Crown Point Highway (60 feet wide); thence S 48°37'30" W. along said northerly line, 68.14 feet to an iron rod; thence N 14°48'36" W. 33.54 feet to an iron rod; thence N 41°22'30" W. 103.00 feet to an iron rod and the point of beginning of the tract herein to be described; thence S 48°37'30" W. 65.00 feet to an iron rod; thence S 41°22'30" e. 133.00 feet to an iron rod in the northerly line of the Crown Point Highway' thence S 48°37'30" W. along said northerly line, 32.00 feet to an iron rod; thence N 41°22'30" W. 333.28 feet to an iron rod in the southerly right of way line of the O.W. R. & N. Co.; thence N 44°41'15" E., along said southerly line 79.89 feet; thence S 46°10'50" E. 75.49 feet to an iron rod; thence continuing S 46°10'50" E. 131.00 feet to the point of beginning.

Approximate Location:	48115 E Hist Columbia River Hwy, Corbett OR 97019
Tax Account Number:	R322916 (for both contiguous properties)
Minimum Bid/Price:	\$34,000
Expenses:	\$1,260
City Liens:	\$0

7. Legal Description: Lot 3, Block 17, MENTONE, in the City of Portland, County of Multnomah and State of Oregon.

Approximate Location:	10124 SE Reedway St, Portland OR 97266
Tax Account Number:	R216996
Minimum Bid/Price:	\$57,000
Expenses:	\$5,758
City Liens:	\$174,595

**Exhibit A**  
**Proposed For Sheriff's Sale By Multnomah County**

8. Legal Description: A parcel of land situated in the South one-half of the South one-half of Section 21, Township 1 North, Range 5 East, Willamette Meridian, Multnomah County, Oregon being more particularly described as follows:
- Beginning at a point on the Northerly right-of-way line of the Crown Point Highway (formerly Columbia River Highway) opposite the State Highway center line Station 578+50; thence North65°West, 250 feet, more or less, to a four foot stone monument, said point being the TRUE POINT OF BEGINNING of the property to be described; thence North38°10'30"West, 210 feet, more or less, to a point on the Southerly line of the Oregon-Washington Railroad and Navigation Company's right-of-way; thence Southeasterly along said right-of-way line to the Northwest corner of the property conveyed to State of Oregon by and through its State Highway Commission by deed recorded June 27, 1960 in Book 2015 page 390; thence North74°East along the Northerly line of the State of Oregon property 500 feet, more or less, to the TRUE POINT OF BEGINNING.
- Approximate Location: 45901 W/ E Hist Columbia River Hwy, Corbett OR  
Tax Account Number: R322927  
Minimum Bid/Price: \$2,700  
Expenses: \$1,408  
City Liens: \$0
9. Legal Description: Lot 17 and 18, Block 1, MAXWELL, in the City of Portland, County of Multnomah and State of Oregon.
- Approximate Location: 6530 NE ML King Blvd, Portland OR  
Tax Account Number: R214328  
Minimum Bid/Price: \$110,000  
Expenses: \$43,425  
City Liens: \$0
10. Legal Description: The North 50 feet of the following described tract: All of the West 1/2 of the following described real property:
- Beginning at a point 148.7 feet West of a point in the East line of Section 18, Township 1 South, Range 2 East of the Willamette Meridian, 843 feet South of a stone at the Section corner of Sections 7, 8, 17, and 18, in said Township and Range; thence South 93 feet; thence West 300 feet; thence North 93 feet; thence East 300 feet to the place of beginning, in the City of Portland, County of Multnomah and State of Oregon.
- Approximate Location: 4800 SE 60<sup>Th</sup> Ave, Portland OR 97206  
Tax Account Number: R336056  
Minimum Bid/Price: \$79,500  
Expenses: \$2,775  
City Liens: \$21,988

## Exhibit A

**Proposed For Sheriff's Sale By Multnomah County**

- |     |                       |   |
|-----|-----------------------|---|
| 11. | Legal Description:    | Lot 11, Block 18, Columbia Heights in the City of Portland, County of Multnomah and State of Oregon.  |
|     | Approximate Location: | 1525 NE Highland St, Portland OR 97211  |
|     | Tax Account Number:   | R138659   |
|     | Minimum Bid/Price:    | \$90,000  |
|     | Expenses:             | \$1,675   |
|     | City Liens:           | \$2,670   |
| 12. | Legal Description:    | Unit 7H, HARRISON EAST CONDOMINIUMS, as set forth in Condominium Declaration recorded February 21, 2007 as 2007-031600, in the City of Portland, Multnomah County, Oregon, together with those limited common elements appurtenant to said Unit as set forth in said declaration, and together with an undivided fractional ownership of the general common elements of said Condominium as set forth in the said Declaration and in any subsequent amendments thereto as appurtenant to said Unit.           |
|     | Approximate Location: | 111 SW Harrison St, UN 7H, Portland OR 97201  |
|     | Tax Account Number:   | R596622   |
|     | Minimum Bid/Price:    | \$190,000 (for both condo and parking unit)   |
|     | Expenses:             | \$1,518   |
|     | City Liens:           | \$0   |
| 13. | Legal Description:    | Parking Space P57, HARRISON EAST CONDOMINIUMS, as set forth in Condominium Declaration recorded February 21, 2007 as 2007-031600, in the City of Portland, Multnomah County, Oregon, together with those limited common elements appurtenant to said Unit as set forth in said declaration, and together with an undivided fractional ownership of the general common elements of said Condominium as set forth in the said Declaration and in any subsequent amendments thereto as appurtenant to said Unit. |
|     | Approximate Location: | 111 SW Harrison St, UN P57, Portland OR 97201   |
|     | Tax Account Number:   | R596784   |
|     | Minimum Bid/Price:    | \$190,000 (for both condo and parking unit)   |
|     | Expenses:             | \$1,000   |
|     | City Liens:           | \$0   |

## Exhibit B

**DATE:** December 4, 2013

**SELLER:** MULTNOMAH COUNTY, OREGON by and through its Special Programs Group, 501 S.E. Hawthorne Blvd., Suite 200, Portland, Oregon, 97214-3577, ("County" or "Seller").

**BUYER:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
(hereafter, the "Buyer")

### Recitals

1. On December 4, 2013, County conducted a sheriff's sale consistent with ORS 275.110 to 275.250 of tax-foreclosed real properties, including the property described herein.
2. Buyer was the highest bidder at the sheriff's sale for certain real property, situated in Multnomah County, Oregon, more particularly described in **Exhibit 1**, and hereinafter referred to as "the Property".

### Agreement (hereafter, the "Agreement")

Now, therefore, for valuable consideration, the parties agree as follows:

1. **Sale and Purchase.** Buyer agrees to purchase the Property from County and County agrees to sell the Property to Buyer for the sum of \$\_\_\_\_\_ (the "Purchase Price").
2. **Earnest Money.** County hereby acknowledges receipt of the sum of \$\_\_\_\_\_ paid by Buyer as earnest money. The earnest money shall be applied to the Purchase Price on the Closing Date, as that term is defined herein.
3. **Payment of Purchase Price.** The Purchase Price shall be paid as follows:  
At closing, the earnest money shall be credited to the purchase price and the Buyer shall pay the balance of the purchase price in cash.
4. **Closing.** Closing shall take place on or before January 15, 2014, at 3 PM; (the "Closing Date"), at the offices of Multnomah County Special Programs Group, 501 SE Hawthorne Blvd, Suite 200, Portland, Oregon, 97214-3577.
5. **Lead Based Paint Inspection.** Buyer shall have an opportunity to conduct a risk-assessment or inspection to determine the presence of lead-based paint or lead-based paint hazards on the Property. Buyer may terminate this sale by delivering to County written notice of Buyer's disapproval of risk-assessment or inspection within ten (10) days of the date of this Agreement unless Buyer has waived the opportunity. The disclosure statement on lead-based paint and lead-based paint hazards, which is attached as **Exhibit 2**, is incorporated in this Agreement. If Buyer delivers to County a timely notice of disapproval, this Agreement terminates and will be cancelled and County will promptly refund Buyer's earnest money deposit. Buyer shall indemnify, hold harmless and defend County from all liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or



relating to Buyer's entry on or inspection of the property as provided under this paragraph. This covenant to indemnify, hold harmless and defend Seller shall survive closing or any termination of this Agreement.

**6. Right of Entry.** If the conditions described in Paragraph 5 above are satisfied or waived by Buyer, Buyer or its agents may, prior to closing, enter the Property from time to time to inspect the Property, as needed. Buyer shall indemnify, hold harmless and defend County from all liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or relating to Buyer's entry on or inspection of (including any additional environmental inspection or testing) the Property; or any other work performed or allowed by Buyer on the Property prior to closing. This covenant to indemnify, hold harmless and defend Seller shall survive closing or any termination of this Agreement.

**7. Deed.** On the Closing Date, County shall execute and deliver to Buyer a statutory bargain and sale deed conveying the Property to Buyer.

**8. Title Insurance.** County does not provide title insurance.

**9. Possession.** Buyer shall be entitled to possession immediately upon closing.

**10. Property Sold "AS IS, WHERE IS."** Buyer agrees that it has accepted and executed this Agreement on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, that the Property may have conformed to past, current, or future applicable zoning or building code requirements, the existence of soil and stability, past soil repair, soil additions, or conditions of soil fill of susceptibility to land slides, the sufficiency of any undershoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Buyer expressly acknowledges that the Property is being sold and accepted "**AS IS, WHERE IS,**" and Buyer hereby unconditionally and irrevocably waives any and all actual or potential rights Buyer may have regarding any form of warranty, express or implied, of any kind or type, relating to the Property, except as may be set forth in this Agreement. Such waiver is absolute, complete, total, and unlimited in any way.

**11. Binding Effect/Assignment Restricted.** This Agreement is binding on and will inure to the benefit of County, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, Buyer will not assign its rights under this Agreement without County's prior written consent which consent shall not be unreasonably withheld.

**12. Remedies. TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.**

**(a)** If the conditions described in Paragraph 5 above are satisfied or waived by Buyer and the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, Buyer shall forfeit the earnest money deposit of \$\_\_\_\_\_ to County as liquidated damages.

**(b)** If County fails to deliver the deed described in Paragraph 7 above on the Closing Date or otherwise fails to consummate this transaction, the earnest money deposit shall be refunded to Buyer.

**(c)** The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth above and the parties waive any further remedies, which may be available to either.

(d) Provided, nothing herein shall be interpreted to limit the Buyer's obligations under Paragraphs 5 and 6 as applicable, to defend, hold harmless and indemnify the County.

**13. Notices.** All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

**14. Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**15. Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

**16. Applicable Law.** This Agreement shall be construed, applied, and enforced in accordance with the laws of the state of Oregon.

**17. Statutory Warning.**

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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.

FOR MULTNOMAH COUNTY:

FOR BUYER:

\_\_\_\_\_  
Randy Walruff, Assessor

/s/ \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

Dated: \_\_\_\_\_, 2013

/s/ \_\_\_\_\_

Dated: \_\_\_\_\_, 2013

## **Exhibit 1 to Earnest Money Agreement**

**Tax Account Number:**

**Legal Description**

## Exhibit 2 to Earnest Money Agreement

### Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### County's Disclosure (initial)

- \_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
\_\_\_ County has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- \_\_\_ (b) Records and reports available to the County (check one below):  
\_\_\_ County has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_ County has no reports or records pertaining to lead-based paint in the housing.

#### Purchaser's Acknowledgment (initial)

- \_\_\_ (c) Purchaser has received copies of all information listed above.  
\_\_\_ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.  
\_\_\_ (e) Purchaser has (check one below):  
\_\_\_ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
\_\_\_ Waived the opportunity to conduct a risk management or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

For the County:

For the Purchaser:

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

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT C

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

(Grantee) NAME \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY STATE ZIP \_\_\_\_\_

After recording return to:

(Grantor) MULTNOMAH COUNTY TAX SPECIAL PROGRAMS  
501 SE HAWTHORNE BLVD  
PORTLAND OR 97214

Bargain and Sale Deed D \_\_\_\_\_ for R \_\_\_\_\_

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to \_\_\_\_\_, **Grantee**; the following described real property:

LEGAL DESCRIPTION

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 is \$\_\_\_\_\_.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered on \_\_\_\_\_, 2013, by Resolution No \_\_\_\_\_; has caused this deed to be executed by the Chair of the County Board.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Marissa Madrigal, Acting Chair

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

This Deed was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Marissa Madrigal, to me personally known, as Acting Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Marina A. Baker  
Notary Public for Oregon;  
My Commission expires: 7/14/2014

REVIEWED:

JENNY M. MORF, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Courtney Lords, Assistant County Attorney  
Page 13 of 13- Order Authorizing Public Sale