

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

ORDER NO. 2012-030

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, seven real property parcels as 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 to determine the date and time of the sheriff's sale in compliance with ORS 275.140.
3. MCSO shall provide for notice of the sheriff's sale in compliance with ORS 275.120.
4. All parcel's 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 seven parcels described in Exhibit A, the County Chair 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. Any property not sold at sheriff's sale may thereafter be sold at private sale for cash without an earnest money agreement in compliance with ORS 275.200; 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 29th day of March, 2012.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON




Vice-Chair Loretta Smith

REVIEWED:
JENNY M. MORF, ACTING COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY: Joanne Fuller, Director, Dept. of County Management

Exhibit A
Seven Tax Foreclosed Properties
Proposed For Sheriff's Sale By Multnomah County

1. Legal Description: A parcel of land situated in Section 16, Township 1 North Range 2 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Commencing at a the Southwest corner of said Section 16; thence N74°32'33"E a distance of 1704.21 feet; thence N00°01'31"E, a distance of 531.42 feet to the Northwest corner of that parcel of land described in Book 2100 Page 1102, recorded May 3, 1988 Multnomah County Deed Records, said corner being North 72°29'20" West, a distance of 970.43 feet from the Northeast corner of the aforesaid tract and a point on the West line of N.E. 92nd Avenue; thence South 0°06' West, a distance of 266.39 feet to the true point of beginning of the herein described parcel of land; thence continuing South 0°06' West to a point 322.26 feet from the North line of N.E. Columbia Boulevard; thence Northwesterly following and along the Northeasterly line of the tract conveyed to A.J. Donahue, et al, recorded February 1, 1966 in Book 462 Page 371, Multnomah County Deed Records, to the Northwest corner of said A.J. Donahue et al, tract and a point on the East line of N.E. 87th Avenue; thence North 0°06' East 26.19 feet to a point; thence South 72°31'50" East 307.03 feet to the true point of beginning.

Approximate Location: Adjacent to 5858 NE 87th Avenue Portland OR 97220
Tax Account Number: R317180
Minimum Bid/Price: \$5,000
Expenses: \$812
City Liens: \$0
2. Legal Description: The South one half of Lot 21 and all of Lot 22, Block 2, Garden Park

Approximate Location: 8603 N Newman Avenue Portland OR 97203
Tax Account Number: R167757
Minimum Bid/Price: \$58,500
Expenses: \$2,212
City Liens: \$9,557
3. Legal Description: A tract of land lying in the South West 1/4 of Section 9, Township 1S, Range 1E, of the Willamette Meridian, County of Multnomah, State of Oregon, further described as follows:

All of that property described in Paragraph 1 of a document recorded April 19, 1940 in Book 743, Page 205, Multnomah County Deed Records;
Situated in the plat of Council Crest Park, Blocks 1-26, Recorded October 15, 1906, Multnomah County Plat Records;
Being the Northerly twenty feet of the Easterly 36.87 feet of Lot 2, Block 26 of said Council Crest Park; &
Also the Northerly twenty feet of Lot 4, Block 5, Replat of Healy Heights, situated in the plat of Replat of Healy Heights Blocks 1-7&9-11, and Lots 1-4, Block 8, Healy

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Seven Tax Foreclosed Properties
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Heights, Recorded May 16, 1940, Multnomah County Plat Records;

Except: Any part of said Northerly 20 feet of Lot 4, Block 5, Replat of Healy Heights, lying within those parcels described in Book 1186, Page(s) 2252-2253, Recorded June 17, 1977, and in Book 2110, Page(s) 367-368, Recorded June 7, 1988, Multnomah County Deed Records.

Approximate Location:

Adjacent to 4347 SW Donner Way Portland OR 97239

Tax Account Number:

R178211

Minimum Bid/Price:

\$360

Expenses:

\$3

City Liens:

\$0

4. Legal Description:

A parcel of land located in the Southwest quarter of the Northwest quarter of Section 28, Township 1 North, Range 1 East, Willamette Meridian, in the City of Portland, County of Multnomah, State of Oregon, said tract being more particularly describes as follows:

Beginning at the point of intersection of the Southeasterly line of Tract C of the subdivision of the Peter Guild Donation Land Claim, located in said section, with the Northeasterly line of that certain tract of land conveyed to the United States of America by deed from C.F. Adams et al., dated June 15, 1934, and recorded June 15, 1934 in P.S. Deed Book 254, Page 206; thence Northeasterly along said Southeasterly line of Tract C, 30 feet to the Southwesterly line of that certain tract of land conveyed to the Portland Linseed Oil Company by deed recorded July 7, 1888, in Deed Book 103, page 450; thence Northwesterly along the said Southwesterly line of the Portland Linseed Oil Company tract and said line extended, 242.6 feet to a point; thence South 40°51' West, 30 feet to the Northwesterly corner of that certain tract of land conveyed to the United States of America by deed recorded March 5, 1937 in P.S. Deed Book 380, page 437; thence South 47° East along the Northeasterly line of the said United States of America tract to the place of beginning.

EXCEPT that part lying Northeasterly of the Southwesterly line of that tract of land described in that deed recorded on June 30th, 1964 in Deed Book 74, Page 262.

Approximate Location:

Adjacent to 2211 NW Brewer St Portland OR 97210

Tax Account Number:

R493040

Minimum Bid/Price:

\$11,880

Expenses:

\$250

City Liens:

\$0

Exhibit A
Seven Tax Foreclosed Properties
Proposed For Sheriff's Sale By Multnomah County

- | | | |
|----|--|--|
| 5. | Legal Description:
Approximate Location:
Tax Account Number:
Minimum Bid/Price:
Expenses:
City Liens: | Ingleview Lot 34 Block 2
Vicinity of 15055 NW Cornelius Pass Rd Portland OR
R186935
\$300
\$197
\$0 |
| | | |
| 6. | Legal Description:
Approximate Location:
Tax Account Number:
Minimum Bid/Price:
Expenses:
City Liens: | Thors Hts & Rplt Lot 27 Block 2
Adjacent to 40415 E Larch Mountain Rd Corbett OR
R287225
\$14,000
\$819
\$0 |
| | | |
| 7. | Legal Description:
Approximate Location:
Tax Account Number:
Minimum Bid/Price:
Expenses:
City Liens: | Highwood Lot B
Adjacent to 3124 NE 162 nd Ave Portland OR
R180647
\$900
\$9,215
\$18,024 |

Exhibit B
EARNEST MONEY AGREEMENT

DATE: _____, 2012

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

BUYER: Name: _____
Address: _____
Telephone: _____

Recitals

1. On April 30, 2012, 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

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 June 15, 2012, 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:

Dated: _____, 2012

FOR BUYER:

/s/ _____

Dated: _____, 2012

/s/ _____

Dated: _____, 2012

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 FORECLOSED PROPERTY

501 SE HAWTHORNE BLVD

PORTLAND OR 97214

Deed D for R

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to _____, **Grantee**; the following described real property located in Multnomah County, Oregon:

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 of record; has caused this deed to be executed by the Chair of the of County Board.

Dated this day of , 2012.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

[illegible]

This Deed was acknowledged before me this ____ day of ____ 2012, by Jeff Cogen, to me personally known, as 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, ACTING COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Matthew O. Ryan, Assistant County Attorney