

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

**ORDER NO. \_\_\_\_\_**

**Authorizing Public 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 ten (10) real property parcels more particularly described in the attached Exhibit A ("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 Public Sale in accordance with the provisions of ORS 275.110 through 275.190 ("Public Sale").

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

- 1. The Multnomah County Sheriff (MCSO) is directed to conduct a Public 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 Division of Assessment, Recording and Taxation ("DART") Tax Title Program ("Program") to determine the date and time of the Public Sale in compliance with ORS 275.140. The DART Director ("Director") shall have the authority to issue and implement reasonable rules and procedures relating to Program's role in the oversight and disposition of the Property offered at the Public 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 Public Sale.
- 3. MCSO and the Program shall provide notice of the Public Sale in compliance with ORS 275.120.
- 4. All Property sold at the Public 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 (ten) 10 parcels described in Exhibit A, the Chair or the Chair's Designee 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 Property purchased at the Public Sale.
- 6. The Chair or the Director 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 Public Sale may thereafter be sold at private sale (including government transfer) for cash in compliance with ORS 275.200; 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.

8. At least one (1) of the properties listed may be encumbered by Federal tax liens from the Internal Revenue Service (IRS). The Director or County Attorney shall have the authority to execute an agreement and all related documents with the IRS to provide for distribution of sale proceeds, not to exceed the amount of their respective liens, from the sale of county owned property.

**ADOPTED this 22nd day of March, 2018.**

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Deborah Kafoury, Chair

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

By \_\_\_\_\_  
Carlos Rasch, Assistant County Attorney

**SUBMITTED BY:** Marissa Madrigal, Director,  
Dept. of County Management

**Exhibit A**  
**Proposed For Public Sale by Multnomah County**

1. **Tax Account No.:** R178765  
**Approximate Location:** 8515 NE Alberta ST, Portland, OR 97220  
**Minimum Bid:** \$125,000.00  
**Legal Description:** Lot 13, Block 7, HELENSVIEW REPLAT, in the City of Portland, County of Multnomah and State of Oregon.
2. **Tax Account No.:** R302460  
**Approximate Location:** 4525 SW Arnold ST., Portland, OR 97219  
**Minimum Bid:** \$175,000.00  
**Legal Description:** Lots 27, 28, 29, Block 36, WEST PORTLAND PARK, in the City of Portland, County of Multnomah and State of Oregon
3. **Tax Account No.:** R145064  
**Approximate Location:** 5724 SE Flavel DR, Portland, OR 97206  
**Minimum Bid:** \$95,000.00  
**Legal Description:** Lots 12, Block 24, DARLINGTON PLAT NO. 3, in the City of Portland, County of Multnomah and State of Oregon.

EXCEPT the Southeasterly 48 feet thereof.

4. **Tax Account No.:** R192831  
**Approximate Location:** 5805 S/ SE Jenne RD, Gresham, OR 97236  
**Minimum Bid:** \$50,000.00  
**Legal Description:** Lot 28, JENNELYND ACRES, in the City of Gresham, County of Multnomah and State of Oregon.

EXCEPTING THEREFROM that portion lying westerly of a line drawn 339 feet easterly of and parallel to the west line of said lot.

5. **Tax Account No.:** R336601  
**Approximate Location:** 6922 SE 87<sup>th</sup> Ave, Portland, OR 97266  
**Minimum Bid:** \$150,000.00  
**Legal Description:** A tract of land in Section 21, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Northwest corner of Tract 7, HOLLYWOOD; thence East along the North line of said tract, 20 feet more or less, to the East line of SE 87<sup>th</sup> Avenue as widened by those certain Deeds to the City of Portland, recorded July 23, 1953 in Book 1612, Page 442 and Book 1612, Page 444, Deed Records; thence North along the East line of said City of Portland tract as conveyed in Deed recorded in Book 1612, Page 444, Deed Records a distance of 12 feet to the Northeast corner thereof and the true point of beginning; thence North along the East line of said City of Portland tract as conveyed in Deed recorded in Book 1612, Page 442, Deed Records a distance of 69.54 feet to the North line of that tract of land described in Deed to Doris Marie Cressler, recorded May 10, 1944 in Book 834, Page 598, Deed Records; thence East along the North line of said Cressler tract 160 feet, more or less, to the Northwest corner of that tract conveyed to School District No. 1 by Deed recorded June 30, 1952 in Book 1545, Page 317, Deed Records; thence South along the West line of said School District No. 1 tract, 69.64 feet to the North line of that tract of land conveyed to School District No. 1 by Deed recorded May 12, 1953 in Book 1600, Page 259 Deed Records; thence West along said last mentioned North line to the true point of beginning.

**6. Tax Account No.:** R575562

**Approximate Location:** MC Cormick Pier Condominium NW Naito Parkway, Portland, OR 97209

**Minimum Bid:** \$4,000.00

**Legal Description:** A Leasehold Estate in and to the following described property:

Boat Slip Unit BS-8, McCORMICK PIER CONDOMINIUM, SUPPLEMENTAL PLAT 3: RECLASSIFICATION OF VARIABLE PROPERTY, PARCEL 3, according to the Plat recorded in Book 1270, Page 18, Multnomah County Plat Records, in the City of Portland, County of Multnomah and State of Oregon. TOGETHER WITH an undivided interest in and to the common elements appertaining to said unit as set forth in the Condominium Declaration for McCormick Pier Condominium, made pursuant to the Oregon Condominium Act, recorded May 7, 2003, as Fee No. 2003104652 and First Supplemental Declaration for McCormick Pier Condominium recorded February 5, 2004 as Fee 2004018322 and Second Supplemental Declaration of McCormick Pier Condominium recorded February 24, 2005 as Fee No. 2005031416 and Third Supplemental Declaration of McCormick Pier Condominium recorded August 30, 2005 as Fee No. 2005165288.

**7. Tax Accounts No.:** R193233/R193234

**Approximate Location:** 15007 SE Foster RD, Portland, OR 97236 and 15007 WI/ SE Foster RD, Portland, OR 97236

**Minimum Bid: (Two Parcels Sold Together):** \$450,000.00

**R193233 Legal Description:** Beginning at 5/8 inch iron rod which is North 79°40'53" West 400.00 feet and South 0°14'00" West, 150.00 feet from the Northeast corner of Lot 2, JOHNSON CREEK PARK, located in Section 13, Township 1 South, Range 2 East, of the Willamette Meridian, in the County of Multnomah and State of Oregon; thence South 0°14'00" West, 486.19 feet along the West line of said Lot 2 to a 5/8 inch iron rod on the Northerly right-of-way line of SE Foster Road; thence along the arc of a 1462.40 foot radius curve to the right (the chord of which bears South 83°14'32" East, 99.41 feet) 99.43 feet to a 5/8 inch iron rod; thence North 41°55'15" East, 107.36 feet to a 5/8 inch iron rod; thence North 34°09'30" East 18.00 feet to a 5/8 inch iron rod; thence North 4°24'21" East 367.86 feet to a 5/8 inch iron rod; thence North 80°02'13" West, 210.00 feet to the point of beginning.

**R193234 Legal Description:** A tract of land in the Southeast one-quarter of Section 13, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being a part of Lot 2, JOHNSON CREEK PARK, a duly recorded plat in said Multnomah County, said tract more particularly described as follows:

Beginning at a 5/8 inch iron rod at the Northeast corner of said Lot 2; thence South 00°14'00" West along the East line of said Lot 2, a distance of 294.37 feet to a 5/8 inch iron rod; thence North 89°46'00" West, 167.77 feet to a 5/8 inch iron rod; thence South 09°31'58" West, 132.58 feet to a 5/8 inch iron rod; thence South 08°49'33" East, 45.70 feet to the Northerly Southwest corner of Parcel III of that Survey recorded in Book 1803, Page 2348, Multnomah County Deed Records; thence South 63°30'42" East along the Northerly South line of said Parcel III, a distance of 180.64 feet to a 5/8 inch iron rod at the re-entrant corner thereof; thence South 00°14'00" West along the Southerly West line of said Parcel III, a distance of 80.54 feet to the Westerly Southeast corner of said Parcel III, being a point on the Northerly right-of-way line of SE Foster Road, a 60 foot right-of-way; thence North 78°24'12" West along said Northerly right-of-way line 204.95 feet to a 5/8 inch iron rod at the beginning of a 1,462.40 foot radius curve to the left; thence continuing along said Northerly right-of-way line, along the arc of said 1,462.40 foot radius curve, through a central angle of 02°56'56"

(the chord of which bears, North 79°49'12" West, 75.26 feet) an arc length of 75.27 feet to a 5/8 inch iron rod at the Southerly corner of Parcel I of said Survey recorded in Book 1803, Page 2346, Multnomah County Deed Records; thence along the Westerly line of said Parcel I through the following courses: North 41°55'15" East, 107.36 feet to a 5/8 inch iron rod, North 34°09'30" East, 18.00 feet to a railroad spike, North 04°24'21" East, 367.86 feet to a 5/8 inch iron rod; North

80°02'13" West, 210.00 feet to a 5/8 inch iron rod; and North 00°14'00" East along the West line of Lot 2 of said JOHNSON CREEK PARK plat 150.00 feet to a 5/8 inch iron rod at the Northwest corner of said Lot 2; thence South 79°40'53" East along the North line of said Lot 2, a distance of 400.00 feet to the Northeast corner thereof and the point of beginning.

**8. Tax Account No.: R334310**

**Approximate Location:** 3310 N/ SE 127<sup>th</sup> PL, Portland, OR 97236

**Minimum Bid:** \$50,000.00

**Legal Description:** The following described tract of land in the Northwest quarter of Section 11, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Commencing at a point in the center line of SE Powell Boulevard 1175 feet Easterly from the intersection of said center line and the center line of SE 122<sup>nd</sup> Avenue; thence North parallel with the center line of SE 122<sup>nd</sup> Avenue and along the East line of 127<sup>th</sup> Place, a 40 foot road dedicated to the public by deed recorded October 21, 1947 in Book 1213, Page 576, Deed Records, 450 feet to a point which is the Southwest corner of the property described in deed to Wallace W. Fish and Esther Fish, recorded August 4, 1949, in Book 1358, Page 358, Deed Records; thence Easterly parallel with SE Powell Blvd., 85 feet to the true point of beginning; thence North 78 feet to a point; thence Easterly parallel with SE Powell Boulevard, 60 feet to a point which is the East line of the Southwest quarter of the Northwest quarter of Section 11, Township 1 South, Range 2 East of the Willamette Meridian; thence South along said East line 156 feet to a point which is the Northeast corner of the property described in deed recorded April 28, 1978 in Book 1259, Page 388, Deed Records; thence Westerly parallel with SE Powell 145 feet to the East line of 127<sup>th</sup> Place; thence continuing North along the East line of said road 16 feet, more or less; thence East parallel with SE Powell Boulevard 85 feet, more or less; thence North parallel with 127<sup>th</sup> Place, 62 feet to the place of beginning.

**9. Tax Account No.: R336835**

**Approximate Location:** 6942 SE 112<sup>th</sup> Ave, Portland, OR 97266

**Minimum Bid:** \$125,000.00

**Legal Description:** A tract of land in the Northeast quarter of Section 22, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah, and State of Oregon, described as follows:

Beginning at a point on the West line of said Northeast quarter, which point is 1297.43 feet South of the Northwest corner of said Northeast quarter and said point also being the Northwest corner of that tract of land described in Deed to A.L. Jansen, et ux, recorded June 23, 1945 in Book 943, Page 279, Deed Records; thence East along the North line of said Jansen tract 255 feet to the West line of that strip of land conveyed to Bertie Lou Felmley by Deed recorded April 14, 1965 in Book 272, Page 293, Deed Records; thence North along the said Felmley West line 70 feet; thence West and parallel to the North line of said Jansen tract to the West line of the said Northeast quarter; thence South along the West line of the said Northeast quarter 70 feet to the point of beginning.

EXCEPTING THEREFROM the West 30 feet lying in SE 112<sup>th</sup> Avenue.

**10. Tax Account No.: R223399**

**Approximate Location:** 1541 NE 181<sup>st</sup> Ave, Gresham, OR 97230

**Minimum Bid:** \$30,000.00

**Legal Description:** The South 15 feet of Lot 11, MULTHAUF ACRES, in the City of Gresham, County of Multnomah and State of Oregon.

**Exhibit B**  
**Earnest Money Agreement**

**DATE:** \_\_\_\_\_ 2018

**SELLER:** MULTNOMAH COUNTY, OREGON (County) by and through its Tax Title Program, 501 S.E. Hawthorne Blvd., Suite 175, Portland, Oregon, 97214-3577, ("County" or "Seller").

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

**Recitals**

1. On \_\_\_\_\_ 2018, County conducted a Public 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 Public 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 \_\_\_\_\_ 2018, at \_\_\_\_\_ local time; (the "Closing Date"), at the offices of Multnomah County Tax Title, 501 SE Hawthorne Blvd, Suite 175, Portland, Oregon, 97214-3577 ("Program Offices".)
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 by \_\_\_\_\_ 2018, at \_\_\_\_\_ local time 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 Date, enter the Property from time to time, by mutual agreement, to inspect the Property, as reasonably 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.** Within ten (10) business days of the Closing Date, County shall execute, record, and make delivery to Buyer at Program Offices 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 recording with 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:

\_\_\_\_\_  
Michael Vaughn, Director

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

Dated: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018

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

Dated: \_\_\_\_\_, 2018



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

**Legal Description:**

**Tax Account Number:**

## 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:

\_\_\_\_\_

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

For the Purchaser:

\_\_\_\_\_

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 TITLE  
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 an Order of the Board, entered on \_\_\_\_\_, 2018, by Order No \_\_\_\_\_; has caused this deed to be executed by the Chair of the County Board.

Dated the \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

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

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

This Deed was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2018, by Deborah Kafoury, 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: 6/26/2018

REVIEWED:

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

By \_\_\_\_\_  
Carlos Rasch, Assistant County Attorney