

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 2011-014

Authorizing the 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, 21 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 public 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 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 Special Programs Group to determine the date and time of the public sale in compliance with ORS 275.140.
3. MCSO shall provide for notice of the public sale in compliance with ORS 275.120.
4. All parcel's 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 21 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 public sale.

ADOPTED this 10th day of February, 2011.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

REVIEWED:
HENRY H. LAZENBY, JR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY: Mindy Harris, Interim Director, Dept. of County Management

1.	Legal Description:	Lot 4, Block 5, Katharine
	Approximate Location:	1405 NE 78 th Avenue Portland OR 97213
	Tax Account Number:	R194869
	Minimum Bid/Price:	\$143,850
	Expenses:	\$1738
	City Liens:	\$0
2.	Legal Description:	Lot 10 and the Northwesterly 10 feet of Lot 9 Block 46 Town of Linnton
	Approximate Location:	Adjacent to 10829 NW Front Avenue Portland OR 97231
	Tax Account Number:	R288397
	Minimum Bid/Price:	\$10,000
	Expenses:	\$864
	City Liens:	\$67,882
3.	Legal Description:	See Attached Exhibit A-1
	Approximate Location:	Adjacent to 9451 NE 3 RD Drive Portland OR 97211
	Tax Account Number:	R314947
	Minimum Bid/Price:	\$3,000
	Expenses:	\$827
	City Liens:	\$0
4.	Legal Description:	See Attached Exhibit A-2
	Approximate Location:	Adjacent to 9451 NE 3 rd Drive Portland OR 97211
	Tax Account Number:	R315016
	Minimum Bid/Price:	\$1,500
	Expenses:	\$818
	City Liens:	\$0
5.	Legal Description:	Lot 13, Block 6, Laurelwood Park
	Approximate Location:	3916 SE 66 th Avenue Portland OR 97206
	Tax Account Number:	R204880
	Minimum Bid/Price:	\$85,000
	Expenses:	\$1,395
	City Liens:	\$2,616
6.	Legal Description:	Unit 8, Country Club Estate Townhouse Condominium
	Approximate Location:	2240 NE Hogan Drive, Gresham OR 97030
	Tax Account Number:	R141935
	Minimum Bid/Price:	\$45,000
	Expenses:	\$990
	City Liens:	\$0

Exhibit A
21 Tax Foreclosed Properties
Proposed For Public Sale By Multnomah County

- | | | |
|-----|-----------------------|--|
| 7. | Legal Description: | See Attached Exhibit A-3 |
| | Approximate Location: | Adjacent to 11830 SE Flavel Street Portland OR 97266 |
| | Tax Account Number: | R255548 |
| | Minimum Bid/Price: | \$20,000 |
| | Expenses: | \$1,363 |
| | City Liens: | \$0 |
| | | |
| 8. | Legal Description: | See Attached Exhibit A-4 |
| | Approximate Location: | NW Skyline Boulevard (Near Quarry Road) Portland OR 97231 |
| | Tax Account Number: | R325352 |
| | Minimum Bid/Price: | \$55,260 |
| | Expenses: | \$500 |
| | City Liens: | \$0 |
| | | |
| 9. | Legal Description: | See Attached Exhibit A-5 |
| | Approximate Location: | NW Skyline Boulevard Portland OR 97231 |
| | Tax Account Number: | R325351 |
| | Minimum Bid/Price: | \$5,520 |
| | Expenses: | \$500 |
| | City Liens: | \$0 |
| | | |
| 10. | Legal Description: | See Attached Exhibit A-6 |
| | Approximate Location: | NW Skyline Boulevard Portland OR 97231 |
| | Tax Account Number: | R323935 |
| | Minimum Bid/Price: | \$96,000 |
| | Expenses: | \$500 |
| | City Liens: | \$0 |
| | | |
| 11. | Legal Description: | The East One-Half of the East One-Half of Lot 9, Hollywood |
| | Approximate Location: | 8744 SE Rural Street Portland OR 97266 |
| | Tax Account Number: | R183121 |
| | Minimum Bid/Price: | \$60,000 |
| | Expenses: | \$8,200 |
| | City Liens: | \$25,968 |
| | | |
| 12. | Legal Description: | Tract "A", June Heights |
| | Approximate Location: | Common Area Mountain View Estates Gresham OR 97080 |
| | Tax Account Number: | R194512 |
| | Minimum Bid/Price: | \$27,500 |
| | Expenses: | \$500 |
| | City Liens: | \$0 |
| | | |
| 13. | Legal Description: | Lot 3, Block 4, Albina Heights |
| | Approximate Location: | Adjacent to 1206 NE Alberta Street Portland OR 97211 |
| | Tax Account Number: | R102803 |
| | Minimum Bid/Price: | \$38,150 |
| | Expenses: | \$500 |
| | City Liens: | \$0 |

Exhibit A
21 Tax Foreclosed Properties
Proposed For Public Sale By Multnomah County

- | | | |
|-----|-----------------------|---|
| 14. | Legal Description: | See Attached Exhibit A-7 |
| | Approximate Location | Adjacent to 5858 NE 87 th Avenue Portland OR 97220 |
| | Tax Account Number: | R317180 |
| | Minimum Bid/Price: | \$5,000 |
| | Expenses: | \$650 |
| | City Liens: | \$0 |
| 15. | Legal Description: | Lot 9, Block 1, Peddicord and Hurlbert's Addition |
| | Approximate Location | 3644 N Baldwin Street Portland OR 97217 |
| | Tax Account Number: | R241392 |
| | Minimum Bid/Price: | \$125,000 |
| | Expenses: | \$1,740 |
| | City Liens: | \$108,554 |
| 16. | Legal Description: | See Attached Exhibit A-8 |
| | Approximate Location | Adjacent to 16335 SE Main Street Portland OR 97233 |
| | Tax Account Number: | R258638 |
| | Minimum Bid/Price: | \$1,000 |
| | Expenses: | \$7,850 |
| | City Liens: | \$0 |
| 17. | Legal Description: | Lot 14, Covington Place Row Houses |
| | Approximate Location: | Adjacent to 1043 NW Council Drive Gresham OR 97030 |
| | Tax Account Number: | R142304 |
| | Minimum Bid/Price: | \$5,100 |
| | Expenses: | \$500 |
| | City Liens: | \$00 |
| 18. | Legal Description: | Lot 20, Covington Place Row Houses |
| | Approximate Location: | Adjacent to 1063 NW Council Drive Gresham OR 97030 |
| | Tax Account Number: | R142310 |
| | Minimum Bid/Price: | \$5,100 |
| | Expenses: | \$500 |
| | City Liens: | \$00 |
| 19. | Legal Description: | Lot 4, Clint Park
Together with an undivided 1/4 interest in Tract "A" |
| | Approximate Location: | 17043 SE Stephens St Portland OR 97233 |
| | Tax Account Number: | R136127 |
| | Minimum Bid/Price: | 138,500 |
| | Expenses: | \$1,131 |
| | City Liens: | \$00 |
| 20. | Legal Description: | The South 80 feet of the East 165 feet of Lot 18,
Burbank |
| | Approximate Location: | 1935 NE 155 th Avenue Portland OR 97230 |
| | Tax Account Number: | R123564 |
| | Minimum Bid/Price: | \$86,500 |
| | Expenses: | \$500 |
| | City Liens: | \$30,121 |

Exhibit A
21 Tax Foreclosed Properties
Proposed For Public Sale By Multnomah County

21.	Legal Description:	ROCKWOOD PK, BLOCK 1, W 100' OF S 105' OF LOT 14 EXC PT IN ST
	Approximate Location:	16207 SE Main Street Portland OR 97233
	Tax Account Number:	R258636
	Minimum Bid/Price:	\$125,000
	Expenses:	\$500
	City Liens:	\$696

EXHIBIT A-1

Tax Account R314947

Legal Description:

A tract of land in the Northeast quarter of the Northeast quarter of Section 10, Township 1 North, Range 1 South, Willamette Meridian, County of Multnomah, State of Oregon, said parcel being more particularly described as follows:

That portion of the former Portland Electric Power Company's vacated right-of-way conveyed to T.G. Donaca by deed recorded on July 12, 1944 in Book 851, page 194 Deed Records, lying between a Westerly extension of the most Northerly line and a Westerly extension of the most Southerly line of the foregoing described property:

Beginning at the Northeast corner of the 8.26 acre tract of land conveyed to Lewis Love by deed recorded June 4, 1886, in Book 86, page 240, Deed records of Multnomah County, Oregon; thence North 53°08' West to the intersection of the North line of Gertz Road (County Road No. 1093) and the east line of the Pacific Northwest Public Service right-of-way; thence North 21°05' West along the East line of said right-of-way 166.9 feet to the true point of beginning; thence North 84°24' East 134.1 feet; thence North 5°36' West 176 feet; thence North 36°02'30" West 44.89 feet; thence South 68°55' West 163.11 feet to the East line of said right-of-way; thence South 21° of West along said East line 176.35 feet to the true point of beginning, excepting that portion within the boundary of NE 3rd Drive, dedicated to the public by deed recorded July 10, 1951 in Book 1486 page 116 Deed records.

EXHIBIT A-2

Tax Account R315016

Legal Description:

A tract of land in the Northeast quarter of the Northeast quarter of Section 10, Township 1 North, Range 1 South, Willamette Meridian, County of Multnomah, State of Oregon, said parcel being more particularly described as follows:

Commencing at the intersection of the East line of the Pacific Northwest Public Service right-of-way and the North line of NE Gertz Rd. (County Rd. No. 1093) thence running North 21°05' West 166.9 feet to the true point of beginning; thence continuing North 21°05' West 176.35 feet; thence South 68° 55' East 170.81 feet; thence North 84°24' East 20 feet, more or less, to the true point of beginning.

EXHIBIT A-3

Tax Account R255548

Legal Description:

Lot 1, Block 3, RIDGEVIEW ESTATES, in the City of Portland, County of Multnomah and State of Oregon.

ALSO, a tract of land in the Southeast one-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, more particularly described as follows:

Beginning at the Southwest corner of Lot 1, Block 3, RIDGEVIEW ESTATES, a duly recorded subdivision in Multnomah County; thence North along the West line of said Lot 1 to the Northwest corner thereof; thence West parallel with and 30 feet South of the North line of said Southeast one-quarter section a distance of 50 feet; thence South parallel with and 50 feet West of said West line of said Lot 1, Block 3, a distance of 143.96 feet to the Northeast corner of Lot 1, Block 1, RIDGEVIEW ESTATES; thence East along the extension of Lot 1, Block 1, RIDGEVIEW ESTATES, a distance of 25 feet; thence South parallel with the West line of said Lot 1, Block 3 a distance of 20 feet, more or less, to a point on a 70 foot radius, non-tangent curve to the right; thence Easterly along the arc of said curve to the Southwest corner of said Lot 1, Block 3 and the point of beginning.

EXHIBIT A-4

Tax Account: R325352

Legal Description:

The Southwest One-Quarter of the Northeast One-Quarter of the Southeast One-Quarter and the Northwest One-Quarter of the Southeast One-Quarter of the Southeast One-Quarter and the North One-Half of the Southwest One-Quarter of the Southeast One-Quarter of the Southeast One-Quarter of Section 31, Township 2 North, Range 1 West, of the Willamette Meridian, in Multnomah County, Oregon.

EXHIBIT A-5

Tax Account: R325351

Legal Description:

The East One-Half of the East One-Half of the Southeast One-Quarter of the Northwest One-Quarter of the Southeast One-Quarter of Section 31, Township 2 North, Range 1 West, of the Willamette Meridian, in Multnomah County, Oregon.

EXHIBIT A-6

Tax Account: R323935

Legal Description:

A tract of land in the Northeast One-Quarter of Section 6, Township 1 North, Range 1 West, of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at a point in the North line of Skyline Boulevard, where the same intersects the East line of said Northeast One-Quarter of Section 6; thence North, along the East line of said Section 6, a distance of 100 feet to the true point of beginning of the tract of land herein described: thence Westerly, and parallel with the North line of said Skyline Boulevard, a distance of 100 feet to a point; thence South and parallel with the East line of said Section 6, a distance of 100 feet to the North line of said Skyline Boulevard; thence Westerly, along the North line of said Skyline Boulevard, such sufficient distance to reach a point on said North line of said Skyline Boulevard, located a distance of 200 feet distant from the East line of said Section 6, (when measured at right angles thereto); thence North, to a point on the North line of Section 6 which is 200 feet West of the Northeast corner of said Section 6; thence East, along said

North line, a distance of 200 feet to the Northeast corner of said Section 6; thence South along the East line of Section 6, to the point of beginning.

Excepting from the above described, all minerals, except coal and iron, as contained in instrument recorded December 6, 1895 in Book 229 Page 259 Multnomah County Deed records and also by instrument recorded April 27, 1893 in Book 196 Page 300 Multnomah County Deed Records.

EXHIBIT A-7

Tax Account R317180

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.

EXHIBIT A-8

Tax Account 258638

Legal Description:

A tract of land in Lot 14 Block 1 ROCKWOOD PARK a recorded subdivision in Multnomah County, State of Oregon described as follows:

Commencing at the Southeast corner of said Lot 14; thence West, along the South line of said Lot 14, 188.12 feet to the true point of beginning of the tract to be described; thence North, parallel to the East line of said Lot 14, 117 feet to the South line of STODIER TERRACE, a recorded subdivision in said County; thence West, along the said South line, 26.28 feet to the East line of SE 163rd Place; thence South, along the said East line, 117 feet to the South line of said Lot 14; thence East, along the said South lot line, 26.28 feet to the true point of beginning.

EXHIBIT B
EARNEST MONEY AGREEMENT

DATE: MARCH 30, 2011

SELLER: MULTNOMAH COUNTY, OREGON by and through its Division of Assessment, Recording and Taxation (DART), 501 S.E. Hawthorne Blvd., Rm. 175, Portland, Oregon, 97214-3560, ("County").

BUYER: Name: _____
Address: _____
Telephone: _____

Recitals

1. On March 30, 2011, County conducted a public auction 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 auction for certain real property, located in Multnomah County, Oregon, more particularly described as follows:

(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 May 6, at 1 PM; (the "Closing Date"), at the offices of Multnomah County DART Special Programs, 501 SE Hawthorne, Rm.175, Portland, Oregon, 97214-3560.
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 A, 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, upon payment of the purchase price as provided herein, the 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 or 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, except as set forth in this Agreement, express or implied, of any kind or type, relating to the Property. 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 _____] 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, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

FOR MULTNOMAH COUNTY:

FOR BUYER:

/s/ _____

Dated: _____, 2011

Dated: _____, 2011

/s/ _____

Dated: _____, 2011

EXHIBIT C MULTNOMAH COUNTY DEED

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

NAME _____
STREET ADDRESS _____
CITY STATE ZIP _____

After recording return to:
Multnomah County Special Programs 503/4

Deed D _____ **for R** _____

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to _____, **Grantee**, certain real property located in Multnomah County, Oregon and more particularly described as follows:

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

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 6th day of May, 2011.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 6th day of May 2011, 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:

HENRY H. LAZENBY, JR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney