



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(Revised: 6/9/2014)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 2/11/16
MARINA BAKER, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 2/11/16
Agenda Item #: R.2
Est. Start Time: 9:40 am
Date Submitted: 1/26/16

Agenda Title: **ORDER Authorizing the Sheriff's Sale of Tax Foreclosed Property and Execution of Sale Documents**

Note: Title should not be more than 2 lines but sufficient to describe the action requested. Title on APR must match title on Ordinance, Resolution, Order or Proclamation.

Requested

Meeting Date: February 11, 2016 **Time Needed:** 15 minutes

Department: County Management **Division:** Assessment, Recording and Taxation

Contact(s): Mike Sublett

Phone: 503-988-9824 **Ext.** 89824 **I/O Address:** 503/2

Presenter

Name(s) &

Title(s): Randy Walruff, County Assessor

General Information

1. What action are you requesting from the Board?

The County Assessor is requesting the Board approve the sale of 29 Tax Foreclosed Real Properties at a Sheriff's sale in accordance with ORS 275.110 through ORS 275.190 ("Sheriff's Sale"). Any property not sold at the Sheriff's Sale may thereafter be sold at private sale subject to the requirements of ORS 275.200. The Department of County Management recommends that the Sheriff's Sale be approved.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The County obtains title to real property through the foreclosure of delinquent property tax liens. These tax foreclosed properties are managed and disposed of pursuant to Multnomah County Code, Chapter 7 – Sections 7.400 – 7.426, as amended. This Tax Title Inventory ("Inventory") is managed by the Department of County Management ("DCM"), Division of Assessment, Recording & Taxation ("DART") Program #72038 - DART Tax Title ("Program"). The Program manages periodic Sheriff's Sales of the Inventory, which are conducted and noticed by the Civil Division of the Multnomah County Sheriff's Office, generating funding for affordable and low income housing purposes.

3. Explain the fiscal impact (current year and ongoing).

The sale of these properties removes them from County ownership and the associated maintenance requirements and liability risk. The proceeds, after applicable Program expenditures and reimbursement to respective municipalities for outstanding liens owing per the respective Intergovernmental Agreements, are directed to a General Fund Sub-

Fund (10030 TT: Aff Housing) for housing purposes. The results of the Sheriff's Sale will determine the exact fiscal impact for transactions expected to close in April 2016.

4. Explain any legal and/or policy issues involved.

See discussion in Sections 2 and 5.

5. Explain any citizen and/or other government participation that has or will take place.

Per established practice, the Program sends notice of the Sheriff's Sale to all adjacent property owners prior to the sale. Notification of the Sheriff's Sale per ORS 275.110 will also be sent to any cities with municipal lien(s) per ORS 275.130. Because some of the properties identified for this sale have Internal Revenue Service liens that predated the County's tax foreclosure, the IRS has the ability to make a claim to the sale proceeds on those affected properties.

Required Signature

**Elected
Official or
Department**

Director: Karyne Kieta /s/

Date: January 26, 2016

Note: Please submit electronically. Insert names of your approvers followed by /s/ - we no longer use actual signatures. Please insert date approved.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDER NO. _____

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 29 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 ("Sheriff's Sale").

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 Division of Assessment, Recording and Taxation Tax Title Program ("Program") 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 Program's role in the oversight and disposition of the Property 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 and the Program shall provide notice of the Sheriff's Sale in compliance with ORS 275.120.
4. All Property 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 29 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 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.
8. Three of the properties listed are encumbered by Federal tax liens from the Internal Revenue Service (IRS). The County Assessor 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 11th day of February, 2016.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Deborah Kafoury, Chair

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

By _____
Courtney Lords, Assistant County Attorney

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

Exhibit A
Proposed For Sheriff's Sale by Multnomah County

1. **Tax Account No.:** R119822
Approximate Location: 4091 N Attu St., Portland, OR 97203
Minimum Bid: \$200,000
Legal Description: Lots 40 and 41, Block 2, BRANDON, in the City of Portland, County of Multnomah and State of Oregon.
2. **Tax Account No.:** R109748
Approximate Location: 205 W/ SE 148th Ave., Portland, OR 97233
Minimum Bid: \$50,000
Legal Description: The North one-half of Lot 221, EXCEPT THE East 120 feet, ASCOT ACRES, in the City of Portland, County of Multnomah and State of Oregon.
3. **Tax Account No.:** R133059
Approximate Location: 7720 SE Harold St., Portland, OR 97206
Minimum Bid: \$200,000
Legal Description: Lot 10, Block 1, CHICAGO, in the City of Portland, County of Multnomah and State of Oregon.
4. **Tax Account No.:** R138659
Approximate Location: 1525 NE Highland St., Portland, OR 97211
Minimum Bid: \$125,000
Legal Description: Lot 11, Block 18, Columbia Heights in the City of Portland, County of Multnomah and State of Oregon.
5. **Tax Account No.:** R159115
Approximate Location: 5830 SE 86th Ave., Portland, OR 97266
Minimum Bid: \$75,000
Legal Description: Lot 5, Block 9, EVELYN, in the City of Portland, County of Multnomah and State of Oregon.
6. **Tax Account No.:** R186941
Approximate Location: NW Cornelius Pass Rd., Portland, OR 97231
Minimum Bid: \$3,500
Legal Description: Lots 28-30, Block 3, INGLEDVIEW, in the City of Portland, County of Multnomah and State of Oregon.
7. **Tax Account No.:** R186944
Approximate Location: NW Cornelius Pass Road, Portland, OR 97231
Minimum Bid: \$2,500
Legal Description: Lots 29 and 30, Block 4, INGLEDVIEW, in the County of Multnomah and State of Oregon.
8. **Tax Account No.:** R202755
Approximate Location: 3404 NE Oregon St., Portland, OR 97232
Minimum Bid: \$375,000
Legal Description: Lot 8, Block 19, LAURELHURST, in the City of Portland, County of Multnomah and State of Oregon.
9. **Tax Account No.:** R208257
Approximate Location: 15024 SE Stark St., Portland, OR 97233
Minimum Bid: \$125,000
Legal Description: A portion of Lot 22, LOMA ACRES, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the point of intersection of the South line of S.E. Stark Street with the West line of S.E. 151st Avenue; thence West along said South line of S.E. Stark Street 81 feet to a point; thence South and parallel with the West line of S.E. 151st Avenue, a distance of 134 feet to a point; thence East and parallel with the aforesaid South line of S.E. Stark Street, a distance of 81 feet to the West line of S.E. 151st Avenue; thence North along said West line, a distance of 134 feet to the point of beginning.

EXCEPT that portion taken for the widening of S.E. Stark Street.
10. **Tax Account No.:** R213241
Approximate Location: 6221 SW 40th Ave., Portland, OR 97221
Minimum Bid: \$300,000
Legal Description: Lot 3, Block 1, MARIMONT HEIGHTS, in the City of Portland, County of Multnomah and State of Oregon.

Exhibit A (Continued)
Proposed For Sheriff's Sale by Multnomah County

11. **Tax Account No.:** R234347
Approximate Location: Adjacent to 6644 SW Parkhill Dr., Portland, OR 97239
Minimum Bid: \$40,000
Legal Description: Lot 68, PARKHILL, in the City of Portland, County of Multnomah and State of Oregon.
12. **Tax Account No.:** R235485
Approximate Location: 10304 NE Beech St., Portland, OR 97220
Minimum Bid: \$125,000
Legal Description: The South 75 feet of Lot "B", Block 52, PARKROSE, in the City of Portland, County of Multnomah and State of Oregon.

TOGETHER WITH an easement for driveway over the West 25 feet of Lot "B", EXCEPT the South 75 feet thereof, as created by instrument recorded March 23, 1956 in Book 1775, Page 217 Deed Records.
13. **Tax Account No.:** R242539
Approximate Location: 2103 NE 36th Ct., Gresham, OR 97030
Minimum Bid: \$150,000
Legal Description: Lot 7, Block 4, Pepperidge, City of Gresham, County of Multnomah and State of Oregon.

TOGETHER WITH portion of vacated greenway that inured thereto by vacation thereof.
14. **Tax Account No.:** R306840
Approximate Location: 6434 N Villard Ave., Portland, OR 97217
Minimum Bid: \$250,000
Legal Description: Lot 21, Block 17, Willamette, City of Portland, County of Multnomah and State of Oregon.
15. **Tax Account No.:** R325363
Approximate Location: N/ NW Skyline Blvd., Portland OR 97231
Minimum Bid: \$37,500
Legal Description: The East 3/4 of the South one-half of the South one-half of the Southeast one-quarter of the Southeast one-quarter of Section 31, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon.
16. **Tax Account No.:** R334310
Approximate Location: 3310 N/ SE 127th Pl., Portland, OR 97236
Minimum Bid: \$100,000
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 122nd Avenue; thence North parallel with the center line of SE 122nd Avenue and along the East line of 127th 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 127th 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 127th Place, 62 feet to the place of beginning.
17. **Tax Account No.:** R341510
Approximate Location: W/ Columbia River, Troutdale, OR 97060
Minimum Bid: \$30,800
Legal Description: All that portion of the North 60 Acres of the NW ¼ of Section 6, Township 1 South, Range 4 East lying North of the thread of the Sandy River.

EXCEPT that portion being described in document 2002-137292 recorded in Multnomah County Deed Records.

Exhibit A (Continued)
Proposed For Sheriff's Sale by Multnomah County

18. Tax Account No.: R342386

Approximate Location: Across from 8456 SE Orient Drive, Gresham, OR 97080

Minimum Bid: \$15,000

Legal Description: A tract of land in Section 20, Township 1 South, Range 4 East of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at the intersection of the Southwesterly line of Mt. Hood Loop Highway as said road is presently established and located, with the South line of said Section 20; thence South 89°29' West along said South section line, 330 feet; thence North 80 feet; thence North 73°06' East, 250.25 feet to the Aforesaid Southwesterly road line; thence South 31°09'15" East along said Southwesterly road line, 175 feet to the point of beginning.

19. Tax Account No.: R183841

Approximate Location: 1950 SE 138th Ave., Portland, OR 97233

Minimum Bid: \$75,000

Legal Description: Part of Lot 7, Block 8, HOOD ACRES PLAT NO. 2, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Lot 7; thence North 89° 46' 40" East, 25.00 feet to tile true point of beginning of the herein described tract; thence continuing North 89° 46' 40" East, along the North line of said Lot 7, 78.13 feet; thence South 0° 11' 50" East, 64.00 feet; thence South 89° 46' 40" West, 78.16 feet to the East line of SE 138th Ave.; thence North 0°10' 10" West, along said East line, 64.00 feet to the true point of beginning.

20. Tax Account No.: R211716

Approximate Location: 114 N Blandena St., Portland, OR 97217

Minimum Bid: \$275,000

Legal Description: The North 98 feet of Lot 5, Block 15, MAEGLY HIGHLAND ADD, in the City of Portland, County of Multnomah and State of Oregon.

21. Tax Account No.: R121625

Approximate Location: 7836 SE 66th Pl., Portland, OR 97206

Minimum Bid: \$95,000

Legal Description: Lot 5 and the North 15 feet of Lot 6, Block 10, BRIGHTON PARK ADDITION, in the City of Portland, County of Multnomah and State of Oregon.

22. Tax Account No.: R154077

Approximate Location: Adjacent to 8715 SE Lambert, Portland, OR 97266

Minimum Bid: \$25,000

Legal Description: All that portion of Lots 1, 2 and 3, which is North of Johnson Creek, Block 4, EDGE O'TOWN VILLAS, in the City of Portland, County of Multnomah and State of Oregon.

23. Tax Account No.: R164562

Approximate Location: 159 SW Florence Ave., UN H38, Gresham, OR 97080

Minimum Bid: \$90,000

Legal Description: Unit No. H-38, FLORENCE TERRACE CONDOMINIUM (PHASE II), as set forth in Condominium Declaration recorded March 30, 1981 as Book 1513, Page 548, and Supplemental Declaration Submitting Phase II of Florence Terrace Condominium to Oregon Unit Ownership Law, recorded February 2, 1982 in Book 1576 at Page 2133 in the City of Gresham, 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.

24. Tax Account No.: R294506

Approximate Location: 4829 SW Illinois St., Portland, OR 97221

Minimum Bid: \$200,000

Legal Description: Lot 17, Block 12, VERMONT HILLS NO. 2, in the City of Portland, County of Multnomah and State of Oregon.

Exhibit A (Continued)
Proposed For Sheriff's Sale by Multnomah County

25. Tax Account No.: R605945

Approximate Location: Adjacent to 3141 SW Champlain Drive, Portland, OR 97205

Minimum Bid: \$50,000

Legal Description: Part of Lots 1 and 2, Block 27, ARLINGTON HEIGHTS, located in the SW 1/4 of Section 32, Township 1 North, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon, being more particularly described as follows:

Beginning at the most Southerly corner of said Lot 1, said corner being on the Northerly right of way line of SW Champlain Drive (15.00 feet Northerly of center line); thence North 00° 18' 00" West on the West line of said Lot 1, a distance of 161.01 feet to the South right of way line of E. Burnside Street (40.00 feet South of center line), said South right of way line being on a 437.50 foot curve concave Southeasterly; thence, continuing on said right of way line, through said curve, having a central angle of 05° 19' 53" (which chord bears North 83° 59' 29" East 40.70 feet), an arc distance of 40.71 feet to the end of thereof; thence, North 86° 39' 25" East, continuing on said right of way line, 6.98 feet to a point; thence, South 00° 00' 00" West 99.59 feet to a point; thence, South 23° 45' 12" East 21.59 feet to the Northerly right of way line on SW Champlain Drive (15.00 feet Northerly of center line), said Northerly right of way line being on a 165.00 foot radius curve concave Southeasterly; thence, on said right of way line, through said curve, having a central angle of 25° 15' 14" (which chord bears South 50° 02' 49" West 72.14 feet), an arc distance of 72.73 feet to the point of beginning.

26. Tax Account No.: R606163

Approximate Location: Adjacent to 3141 SW Champlain Dr., Portland, OR 97205

Minimum Bid: \$50,000

Legal Description: Part of Lots 2 and 3, Block 27, "ARLINGTON HEIGHTS", located in the SW one quarter of Section 32, Township 1 North, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 3, said point being on the Northerly line of SW Champlain Drive (15.00 feet Northerly of center line); thence North 00°00'00" West, on the East line of said Lot 3, 106.83 feet to the South right of way line of E. Burnside (40.00 feet South of center line); thence South 86°99'25" West on said right of way line, 50.93 feet to a point; thence South 00°00'00" East, 71.43 feet to an angle point; thence South 18°04'17" East, 24.69 feet to an angle point; thence South 00°00'00" East, 11.14 feet to the Northerly right of way line of SW Champlain Drive (15.00 feet Northerly of center line), said right of way line being on a 165.00 foot radius curve, concave Southeasterly; thence, on said right of way line, through said curve, having a central angle of 09°20'28" (which chord bears North 85°19'46" East, 26.87 feet), an arc distance of 26.90 feet to the end thereof; thence North 90°00'00" East, continuing on said right of way line, 16.40 feet to the point of beginning.

27. Tax Account No.: R607906

Approximate Location: Adjacent to 2589 NE Rene Ave., Gresham, OR 97030, **Lot P37-A Parking Unit**

Minimum Bid: \$4,000

Legal Description: Parking Unit P37-A, VILLAGE AT GRESHAM CONDOMINIUMS, as set forth in Condominium Declaration recorded September 12, 2007 as 2007-163085, in the City of Gresham, 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.

28. Tax Account No.: R608011

Approximate Location: Adjacent to 2797 NE Rene Ave., Gresham, OR 97030, **Lot P25-C Parking Unit**

Minimum Bid: \$4,000

Legal Description: Parking Unit P25-C, VILLAGE AT GRESHAM CONDOMINIUMS, as set forth in Condominium Declaration recorded September 12, 2007 as 2007-163085, in the City of Gresham, 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.

Exhibit A (Continued)
Proposed For Sheriff's Sale by Multnomah County

29. Tax Account No.: R317597

Approximate Location: 7039 NE 46TH Ave., Portland, OR 97218

Minimum Bid: \$265,000

Legal Description: A parcel of land located in the Northwest quarter of Section 18, Township 1 North, Range 2 East, Willamette Meridian, City of Portland, State of Oregon, more particularly described as follows:

Commencing at the Road Angle Number 12, a point in the center of Columbia Boulevard, as shown on County Survey Number 37970, Multnomah County Survey Records; thence North 01° 23' 45" East, 1115.25 feet to a 5/8 inches rebar with a plastic cap marked "Filsinger PLS 2613", the true point of beginning of this description; thence continuing North 01° 23' 45" East, 308.42 feet to a 5/8 inches rebar with a plastic cap marked "Filsinger PLS 2613"; thence South 79° 32' 55" East, 433.69 feet to a 5/8 inches rebar with a plastic cap marked "Filsinger PLS 2613", marking the Northwest corner of Lot 17, Plat of London Acres; thence South 01° 23' 45" West, 145.16 feet along the West line of said Lot 17; thence North 88° 36' 15" West, 194.02 feet to a 5/8 inches rebar with a plastic cap marked "Filsinger PLS 2613"; thence South 01° 25' 00" West, 95.00 feet to a 5/8 inches rebar with a plastic cap marked "Filsinger PLS 2613" marking the Northwest corner of that certain parcel of land conveyed to Residential, Commercial, Industrial Roofing, Inc., in Document Number 99043010, Multnomah County Deed Records; thence North 88° 36' 15" West, 40.00 feet to a 5/8 inches rebar with a plastic cap marked "Filsinger PLS 2613", a point on the West right-of-way line of NE 46th Avenue; thence North 88° 36' 15" West, 194.23 feet to the true point of beginning.

Exhibit B
Earnest Money Agreement

DATE: March 23, 2016

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

BUYER: Name: _____
Address: _____
Telephone: _____
(hereafter, the "Buyer")

Recitals

1. On March 23, 2016, 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 April 26, 2016, at 2:00 PM local time; (the "Closing Date"), at the offices of Multnomah County Tax Title, 501 SE Hawthorne Blvd, Suite 200, 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 April 5, 2016, 2:00 PM 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 five (5) 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:

Randy Walruff, Assessor

/s/ _____

Dated: _____, 2016

Dated: _____, 2016

/s/ _____

Dated: _____, 2016

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:

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 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 an Order of the Board, entered on _____, 2016, by Order No _____; has caused this deed to be executed by the Chair of the County Board.

Dated the ____ day of _____, 2016.

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 ____ 2016, 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 _____
Courtney Lords, Assistant County Attorney