

**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 three (3) 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 Property 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. If any of the Property is 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 12th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

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.: R336835

Approximate Location: 6942 SE 112th Ave, Portland, OR 97266

Minimum Bid: \$150,000

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 112th Avenue.

2. Tax Account No.: R139626

Approximate Location: 2706 SE 138TH AVE, #33, Portland, OR 97236

Minimum Bid: \$30,000

Legal Description: Unit 4, Building M, COPPERFIELD CONDOMINIUM, in the City of Portland, County of Multnomah and State of Oregon, TOGETHER WITH an undivided interest in the common elements as set forth in the Declaration of Unit Ownership recorded December 28, 1973 in Book 965, Page 992 of Deed Records.

3. Tax Account Nos.: R160448/R160449/R160450

Approximate Location: 4775 SW Beaverton Hillsdale Highway, Portland, OR 97221

Minimum Bid: \$175,000

R160448 Legal Description: Lot 22, Block 8, FAIRVALE, in the City of Portland, County of Multnomah and State of Oregon,

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by instrument recorded August 28, 1956, in Book 1802, Page 304.

R160449 Legal Description: Lot 23, Block 8, FAIRVALE, in the City of Portland, County of Multnomah and State of Oregon,

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by instrument recorded August 28, 1956, in Book 1802, Page 304.

R160450 Legal Description: Lot 24, Block 8, FAIRVALE, in the City of Portland, County of Multnomah and State of Oregon,

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by instrument recorded August 28, 1956, in Book 1802, Page 304.

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:

For the Purchaser:

Date: _____

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: 5/23/2022

REVIEWED:

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

By _____
Carlos Rasch, Assistant County Attorney