

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

ORDER NO. 2013-012

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, twenty-two real property parcels as more particularly described in the attached Exhibit A (the "Property").
- b. Title to the Property is now vested in Multnomah County as provided under ORS 312.270.
- c. The County does not need the Property for County purposes or uses; it is in the best interest of the County to offer the Property at a sheriff's sale in accordance with the provisions of ORS 275.110 through 275.190.

The Multnomah County Board of Commissioners Orders:

1. The Multnomah County Sheriff (MCSO) is directed to conduct a sheriff's sale of the Property in compliance with ORS 275.110 through ORS 275.190; for not less than the minimum bid/price set for each separate parcel as provided in Exhibit A.
2. MCSO shall coordinate with the County's Special Programs Group to determine the date and time of the sheriff's sale in compliance with ORS 275.140.
3. MCSO shall provide notice of the sheriff's sale in compliance with ORS 275.120.
4. All parcels 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 twenty-two parcels described in Exhibit A, the County Chair is authorized to execute an earnest money agreement if applicable; in substantial conformance with the form of agreement attached as Exhibit B; and a deed in substantial conformance with the deed attached as Exhibit C for the specific parcel purchased at the sheriff's sale.
6. 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for this public sale at any time; and the Chair shall be authorized to approve any subsequent disposition of such withdrawn property as otherwise allowed under applicable law.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.

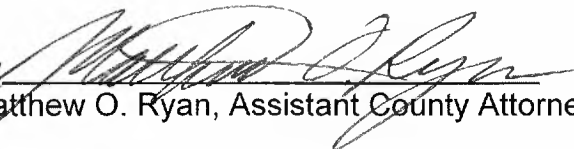
ADOPTED this 14th day of February, 2013.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Jeff Cogen, Chair

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

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY: Joanne Fuller, Director, DCM.

Exhibit A

Proposed For Sheriff's Sale By Multnomah County

- | | | |
|----|-----------------------|--|
| 1. | Legal Description: | Lots 7, 8, and 9, Block 9, El Tovar |
| | Approximate Location: | Adjacent to 7050 NE MLK Blvd, Portland OR 97211 |
| | Tax Account Number: | R155333 |
| | Minimum Bid/Price: | \$110,000 |
| | Expenses: | \$500 |
| | City Liens: | \$0 |
| 2. | Legal Description: | Lots 10 and 11, Block 9, El Tovar |
| | Approximate Location: | Adjacent to 7000 NE MLK Blvd, Portland OR 97211 |
| | Tax Account Number: | R155334 |
| | Minimum Bid/Price: | \$75,000 |
| | Expenses: | \$500 |
| | City Liens: | \$0 |
| 3. | Legal Description: | The North 118 feet of Lots 7 and 8, together with the vacated portion of N.E. 72 nd Avenue which inured thereto, Block 6, PADDOCK ACRES |
| | Approximate Location: | 4625 NE 72 nd Ave, Portland OR 97218 |
| | Tax Account Number: | R232462 |
| | Minimum Bid/Price: | \$91,000 |
| | Expenses: | \$3,289 |
| | City Liens: | \$36,965 |
| 4. | Legal Description: | Lot 9, Racquet Club Estates |
| | Approximate Location: | 2928 SE Berkeley PL, Portland OR 97202 |
| | Tax Account Number: | R251309 |
| | Minimum Bid/Price: | \$93,000 |
| | Expenses: | \$3,025 |
| | City Liens: | \$0 |
| 5. | Legal Description: | Lot 12, Block 9, SUBDIVISION OF ST. JOHNS HEIGHTS |
| | Approximate Location: | 7615 N Ivanhoe ST, Portland OR 97203 |
| | Tax Account Number: | R264072 |
| | Minimum Bid/Price: | \$100,000 |
| | Expenses: | \$7,444 |
| | City Liens: | \$10,404 |
| 6. | Legal Description: | A tract of land in Section 23, Township 1 South, Range 2 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at a point in the center of S.E. Foster Road, which point is the Northwest corner of the land herein referred to as Bundy tract, conveyed by Dana to Bundy, by deed May 29, 1934 in Deed Book 252, page 119; thence Southerly along the West line of the Bundy tract, a distance of 671.4 feet to a point which is the beginning of the property to be conveyed; thence Easterly parallel with the center line of Foster Road, a distance of 176.6 feet to the East line of Bundy tract; thence Southerly along the East line of Bundy tract, a distance of 200 feet; thence Westerly to a point which is 196 feet South of the point of beginning; thence |

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Approximate Location:	Northerly along the West line, a distance of 196 feet to the point of beginning.
Tax Account Number:	6545 SE 141 st Ave, Portland OR 97236
Minimum Bid/Price:	R336913
Expenses:	\$90,000
City Liens:	\$14,412
	\$67,003

7. Legal Description: A parcel of land situated in Section 16, Township 1 North Range 2 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:
- Commencing at a the Southwest corner of said Section 16; thence N74°32'33"E a distance of 1704.21 feet; thence N00°01'31"E, a distance of 531.42 feet to the Northwest corner of that parcel of land described in Book 2100 Page 1102, recorded May 3, 1988 Multnomah County Deed Records, said corner being North 72°29'20" West, a distance of 970.43 feet from the Northeast corner of the aforesaid tract and a point on the West line of N.E. 92nd Avenue; thence South 0°06' West, a distance of 266.39 feet to the true point of beginning of the herein described parcel of land; thence continuing South 0°06' West to a point 322.26 feet from the North line of N.E. Columbia Boulevard; thence Northwesterly following and along the Northeasterly line of the tract conveyed to A.J. Donahue, et al, recorded February 1, 1966 in Book 462 Page 371, Multnomah County Deed Records, to the Northwest corner of said A.J. Donahue et al, tract and a point on the East line of N.E. 87th Avenue; thence North 0°06' East 26.19 feet to a point; thence South 72°31'50" East 307.03 feet to the true point of beginning.

Approximate Location:	Adjacent to 5858 NE 87 th Avenue, Portland OR 97220
Tax Account Number:	R317180
Minimum Bid/Price:	\$5,000
Expenses:	\$978
City Liens:	\$00

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

Commencing 330 feet South of the Southeast corner of the Northeast quarter of the Southwest quarter of the Northeast quarter of said Section 20; thence West 360 feet to the Southwest corner of tract conveyed to Donald Altman by deed recorded December 11, 1947 in PS Deed Book 1228, page 96 to the true point of beginning; thence West 100 feet; thence North to the South line of Dodge Park Boulevard; thence Easterly along said South line to the Northwest corner of said Altman land; thence South to the true point of beginning.

Approximate Location:

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Tax Account Number:	31522 SE Dodge Park Blvd, Gresham OR 97080
Minimum Bid/Price:	R342371 – Removed from auction
Expenses:	\$2,500
City Liens:	\$500
	\$00

9. Legal Description: A tract of land in the south one-half of Section 33 Township 2 North, Range 1 East of the Willamette Meridian, Multnomah County, Oregon, described as follows:
- Commencing at Station 34+35.04 on the Union Meat Company's Base line at Portland, Oregon, (described below) thence N 66°32' W. along said Baseline a distance of 1198 feet; thence S 23°28' W. a distance of 28.30 feet to the Northline of N. Marine Drive, County Road 1284-A, and the most westerly corner of that tract of land conveyed to United Stockyards Corporation by Deed Recorded January 28, 1965 in Book 220, page 301, said corner being the true point of beginning of the tract to be described; thence N 66°32' W., along the northeasterly of N. Marine Drive, a distance of 79.04 feet to the most southerly corner of that tract of land conveyed to Crown Zellerbach Corporation as described in Parcel 6 of Book 609 page 356, recorded March 15, 1968; thence N 23°28'E perpendicular to N. Marine Drive, and along the southeasterly line of said Crown Zellerbach Corporation tract, a distance of 153.30 feet to the low water line of North Portland Harbor; thence S 66°32' E. along said low water line a distance of 79.04 feet to the most northerly corner of the aforesaid United Stockyards Corporation tract; thence S 23°28' W. along the northwesterly line of said United Stockyards Corporation tract a distance of 153.30 feet to the point of beginning.
- The base line hereinbefore referred to is a line established by the Union Meat Company as a base of survey and is described as beginning at a point 2629.1 feet North and 5392.4 feet West of the Southeast corner of Section 32 2N 1E WM, which point is also on the Easterly margin of the right of way of the Spokane, Portland and Seattle Railway Company in Section 33 2N 1E WM at a point South 1°00' West from Statoin 63+87 of the center line of survey of the said Spokane, Portland and Seattle Railway Company at a distance of 170.9 feet from Station 63+87 and extending thence indefinitely in a course South 66°32' East, the said base line being divided into stations 100.0 feet apart to be measured consecutively from said point of beginning on the East line of said Spokane, Portland and Seattle Railway Company's right of way easterly.

Approximate Location: 2650 N / N Marine DR, Portland OR 97217

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Tax Account Number:	R323489
Minimum Bid/Price:	\$3,000
Expenses:	\$945.29
City Liens:	\$0

10. Legal Description: A parcel of land situated in the South one-half of the South one-half of Section 21, Township 1 North, Range 5 East, Willamette Meridian, Multnomah County, Oregon being more particularly described as follows:

Beginning at a point on the Northerly right-of-way line of the Crown Point Highway (formerly Columbia River Highway) opposite the State Highway center line Station 578+50; thence North65°West, 250 feet, more or less, to a four foot stone monument, said point being the TRUE POINT OF BEGINNING of the property to be described; thence North38°10'30"West, 210 feet, more or less, to a point on the Southerly line of the Oregon-Washington Railroad and Navigation Company's right-of-way; thence Southeasterly along said right-of-way line to the Northwest corner of the property conveyed to State of Oregon by and through its State Highway Commission by deed recorded June 27, 1960 in Book 2015 page 390; thence North74°East along the Northerly line of the State of Oregon property 500 feet, more or less, to the TRUE POINT OF BEGINNING.

Approximate Location:	Adjacent to 45901 E Hist Col Rvr Hwy, Corbett OR
Tax Account Number:	R322927
Minimum Bid/Price:	\$3,000
Expenses:	\$643
City Liens:	\$0

11. Legal Description: Town of Linnton Exc Pt in Hwy Lots 17 & 18 Block 24
- Approximate Location: Adjacent to 10231 NW 110th Ave, Portland OR 97231
- | | |
|---------------------|---------|
| Tax Account Number: | R288348 |
| Minimum Bid/Price: | \$3,000 |
| Expenses: | \$979 |
| City Liens: | \$0 |

12. Legal Description: Lot 68 Miller Hill No. 2
- Approximate Location: Adjacent to 1736 NW Miller Hill PL, Portland OR 97229
- | | |
|---------------------|---------|
| Tax Account Number: | R219160 |
| Minimum Bid/Price: | \$500 |
| Expenses: | \$15 |
| City Liens: | \$0 |

13.	Legal Description: Approximate Location: Tax Account Number: Minimum Bid/Price: Expenses: City Liens:	Marlin Park Lot B Adjacent to 10946 NE Campaign St, Portland OR R213513 \$500 \$0 \$0
14.	Legal Description:	<p>All that portion of Lot 1, Block 4, "Cook's 2nd Addition to Albina" lying Northeasterly of the Southwesterly line of the following described tract of land. Also including part of vacated street, Ordinance 163244, lying East of said Lot 1 and adjacent.</p> <p>A tract of land including portions of Block 4, Cook's 2nd Addition to Albina, and N. Montana Avenue and N. Cook Street (Grant Street), all located within northwest one-quarter of Section 27 Township 1 North, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, State of Oregon. more particularly described as follows:</p> <p>Bearings and distances are based on PS 44592, a duly recorded survey in Multnomah County. Beginning at the Northeast corner of Block 4, "Cook's 2nd Addition to Albina"; thence along the Easterly extension of the North line of said Block 4. S. 89°51'00" E., 75.00 feet to the East line of N. Montana Avenue; thence South along said East line, a distance of 50.13 feet to the Northeasterly line of N. Cook Street (Grant Street); thence along said Northerly line, S. 52°30'58" E. 264.29 feet to a point on the West line of N. Minnesota Avenue; thence along said West line, South 81.80 feet, to the Northeasterly line of N. Interstate Avenue; thence along said Northeasterly line, N 52°36'58" W, 482.34 feet to the South line of N. Kaiser Center Drive (Revere Street); thence along said South line, also being the North line of said Block 4 of "Cook's 2nd Addition to Albina", S. 89°51'00" E., 98.26 feet to the Point of Beginning.</p> <p>Except the Southwesterly 20.00 feet of the above described area. Including part of vacated street, said part being South of the centerline of N. Kaiser Center Drive inuring to Lot 1, Block 4, "Cook's 2nd Addition to Albina" per vacation Ordinance 167945.</p>
	Approximate Location: Tax Account Number: Minimum Bid/Price: Expenses: City Liens:	Adjacent to N Kaiser Ctr DR and Interstate, Portland R139497 \$15,000 \$522.50 \$0

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15. Legal Description: A tract of land in the Southeast One-Quarter of Section 15, Township 1 South, Range 5 East of the Willamette Meridian, described as follows:
- Commencing at an iron rod at the intersection of the East line of said Section 15, with the northerly line of the Crown Point Highway 60 feet wide); thence S48°37'30"W, along said northerly line, a distance of 68.14 feet to an iron rod; thence N14°48'36"W, a distance of 33.54 feet to an iron rod; thence N41°22'30"W, a distance of 103.00 feet to an iron rod and the point of beginning of the tract of land herein to be described; thence S48°37'30"W, a distance of 65.00 feet to an iron rod; thence N41°22'30"W, a distance of 133.00 feet to an iron rod. in the Northerly line of the Crown Point Highway; thence S48°37'30"W, along said northerly line, a distance of 333.28' feet to an iron rod in the Southerly right-of-way line of the O.W.R. and N. Co.; thence N44°41'15"E, along said Southerly line, a distance of 79.89 feet; thence S46°10'50"E, a distance of 75.49 feet to an iron rod; thence continuing S46°10'50"E, a distance of 131.00 feet to the point of beginning.
- Approximate Location: 48115 E Hist Col Rvr Hwy, Corbett OR 97019
Tax Account Number: R322916
Minimum Bid/Price: \$33,000 (for both contiguous properties)
Expenses: \$500
City Liens: \$0
16. Legal Description: A tract of land in the Southeast One-Quarter of Section 15, Township 1 North, Range 5 East of the Willamette Meridian, Multnomah County, Oregon described as follows:
- Beginning at an iron rod at the intersection of the East line of said Section 15 and the Northerly line of the Crown Point Highway; thence S48°37'0"W along said Northerly line a distance of 68.14 feet to an iron rod; thence N14°48'36"W, a distance of 33.54 feet to an iron rod; thence N 41°22'30W, a distance of 103 feet to an iron rod; thence S48°37' 30"W, a distance of 65 feet to an iron rod; thence N41°22'30W, a distance of 133 feet to a iron rod on said Northerly line of the Crown Point Highway; thence S48°37'30"W, along said Northerly line, a distance of 32 feet; thence N41°22'30"W, a distance of 333.28 feet to the Southerly right-of-way line of the O.W.R. and N. Co.; thence N 44°41'15"E along said Southerly line a distance of 102.05 feet to a point of spiral curve; thence continuing along said Southerly line on a spiral curve to the right, a distance of 150 feet to a point of circular curve; thence continuing along said Southerly line and along the curve to the right, having a radius of 5654.58 feet, through a central angle of 02°08'57", a distance of 212.11 feet to a point on the East line of said Section 15; thence S00°15'03"E along said East line, a distance of 474.85 feet to the point of beginning.

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	Approximate Location:	48115 WI/ E Hist Col Rvr Hwy, Corbett OR 97019
	Tax Account Number:	R322915
	Minimum Bid/Price:	\$33,000 (for both contiguous properties)
	Expenses:	\$500
	City Liens:	\$0
17.	Legal Description:	Lot 10, Block 9, View Ridge
	Approximate Location:	4306 NE 113 th Ave, Portland OR 97220
	Tax Account Number:	R296487
	Minimum Bid/Price:	\$73,000
	Expenses:	\$3,500 Estimated Clean-up in Progress
	City Liens:	\$2,204
18.	Legal Description:	Lot 5, Block 7, Dahlke Addition
	Approximate Location:	3610 N Trenton ST, Portland OR 97217
	Tax Account Number:	R144175
	Minimum Bid/Price:	\$85,000
	Expenses:	\$3,500 Estimated Clean-Up in Progress
	City Liens:	\$2,415
19.	Legal Description:	Lot 20 & 22, Block 29, Irvington Park
	Approximate Location:	5911 NE 28 th Ave, Portland OR 97211
	Tax Account Number:	R190168
	Minimum Bid/Price:	\$140,000
	Expenses:	\$3,500 Estimated Clean-Up in Progress
	City Liens:	\$1,668
20.	Legal Description:	East 36 feet of Lot 6, Block 48, Town of Sellwood
	Approximate Location:	1209 SE Umatilla ST, Portland OR 97202
	Tax Account Number:	R267179
	Minimum Bid/Price:	\$100,000
	Expenses:	\$3,500 Estimated Clean-Up in Progress
	City Liens:	\$7,968
21.	Legal Description:	Lot 11, Block 46, Town of Linnton
	Approximate Location:	10829 NW Front Ave, Portland OR 97231
	Tax Account Number:	R288399
	Minimum Bid/Price:	\$7,500
	Expenses:	\$2,000 Estimated Clean-Up in Progress
	City Liens:	\$0
22.	Legal Description:	Lot 26, Block 7, Tremont Place
	Approximate Location:	5730 SE Carlton ST, Portland OR 97206
	Tax Account Number:	R289698
	Minimum Bid/Price:	\$80,000
	Expenses:	\$3,500 Estimated Clean-Up in Progress
	City Liens:	\$2,849

23.	Legal Description:	Lot 4, Block 5, Upton Park
	Approximate Location:	6720 SE Steele ST, Portland OR 97206
	Tax Account Number:	R292937 – Removed from auction
	Minimum Bid/Price:	\$80,000
	Expenses:	\$3,500 Estimated Clean-Up in Progress
	City Liens:	\$0
24.	Legal Description:	A tract in the Northeast one-quarter of Section 24, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: BEGINNING 200.0 feet North of the point of intersection of the West line of NE 42nd Avenue (60 feet wide) with the North line of NE Alberto Court as established by Deed to the City of Portland, recorded January 15, 1948, in PS Deed Book 1236, Page 152; thence West 100.0 feet to the true point of beginning hereof; thence continuing West 140 feet; thence South 90.0 feet, more or less, to the Northwest corner of the tract conveyed to Alfred Bennardo, Jr. by Deed Recorded January 4, 1937, in PS Deed Book 370, Page 395; thence East along the North line of said Alfred Bennardo Tract, 140.0 feet to the Northeast corner thereof; thence North 90.0 feet, more or less, to the true point of beginning.
	Approximate Location:	4934 NE 41 st Ave, Portland OR 97211
	Tax Account Number:	R316136
	Minimum Bid/Price:	\$175,000
	Expenses:	\$2,500 Estimated Clean-Up in Progress
	City Liens:	\$0

Exhibit B
EARNEST MONEY AGREEMENT

DATE: _____, 2013

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

BUYER: Name: _____
Address: _____
Telephone: _____

Recitals

1. On March 27, 2013, County conducted a sheriff's sale consistent with ORS 275.110 to 275.250 of tax-foreclosed real properties, including the property described herein.
2. Buyer was the highest bidder at the sheriff's sale for certain real property, situated in Multnomah County, Oregon, more particularly described in **Exhibit 1**, and hereinafter referred to as "the Property".

Agreement

Now, therefore, for valuable consideration, the parties agree as follows:

1. **Sale and Purchase.** Buyer agrees to purchase the Property from County and County agrees to sell the Property to Buyer for the sum of \$_____ (the "Purchase Price").
2. **Earnest Money.** County hereby acknowledges receipt of the sum of \$_____ paid by Buyer as earnest money. The earnest money shall be applied to the Purchase Price on the Closing Date, as that term is defined herein.
3. **Payment of Purchase Price.** The Purchase Price shall be paid as follows:
At closing, the earnest money shall be credited to the purchase price and the Buyer shall pay the balance of the purchase price in cash.
4. **Closing.** Closing shall take place on or before May 15, 2013, at 3 PM; (the "Closing Date"), at the offices of Multnomah County Special Programs Group, 501 SE Hawthorne Blvd, Suite 200, Portland, Oregon, 97214-3577.
5. **Lead Based Paint Inspection.** Buyer shall have an opportunity to conduct a risk-assessment or inspection to determine the presence of lead-based paint or lead-based paint hazards on the property. Buyer may terminate this sale by delivering to County written notice of Buyer's disapproval of risk-assessment or inspection within ten (10) days of the date of this Agreement unless Buyer has waived the opportunity. The disclosure statement on lead-based paint and lead-based paint hazards, which is attached as **Exhibit 2**, is incorporated in this Agreement. If Buyer delivers to County a timely notice of disapproval, this Agreement terminates and will be cancelled and County will promptly refund Buyer's earnest money deposit. Buyer shall indemnify, hold harmless and defend County from all liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or relating to Buyer's entry on or inspection of the property as provided under this paragraph. This

covenant to indemnify, hold harmless and defend seller shall survive closing or any termination of this agreement.

6. **Right of Entry.** If the conditions described in Paragraph 5 above are satisfied or waived by Buyer, Buyer or its agents may prior to closing enter the Property from time to time to inspect the Property, as needed. Buyer shall indemnify, hold harmless and defend County from all liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or relating to Buyer's entry on or inspection of (including any additional environmental inspection or testing) the property; or any other work performed or allowed by Buyer on the property prior to closing. This covenant to indemnify, hold harmless and defend seller shall survive closing or any termination of this agreement.

7. **Deed.** On the Closing Date, County shall execute and deliver to Buyer a statutory bargain and sale deed conveying the Property to Buyer.

8. **Title Insurance.** County does not provide title insurance.

9. **Possession.** Buyer shall be entitled to possession immediately upon closing.

10. **Property Sold "AS IS, WHERE IS".** Buyer agrees that it has accepted and executed this Agreement on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, that the Property may have conformed to past, current, or future applicable zoning or building code requirements, the existence of soil and stability, past soil repair, soil additions, or conditions of soil fill of susceptibility to land slides, the sufficiency of any undershoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Buyer expressly acknowledges that the Property is being sold and accepted "**AS IS, WHERE IS**"; and Buyer hereby unconditionally and irrevocably waives any and all actual or potential rights Buyer may have regarding any form of warranty, express or implied, of any kind or type, relating to the Property, except as may be set forth in this Agreement. Such waiver is absolute, complete, total, and unlimited in any way.

11. **Binding Effect/Assignment Restricted.** This Agreement is binding on and will inure to the benefit of County, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, Buyer will not assign its rights under this Agreement without County's prior written consent which consent shall not be unreasonably withheld.

12. **Remedies. TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.**

(a) If the conditions described in Paragraph 5 above are satisfied or waived by Buyer and the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, Buyer shall forfeit the earnest money deposit of \$ _____ to County as liquidated damages.

(b) If County fails to deliver the deed described in Paragraph 7 above on the Closing Date or otherwise fails to consummate this transaction, the earnest money deposit shall be refunded to Buyer.

(c) The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth above and the parties waive any further remedies, which may be available to either.

(d) Provided, nothing herein shall be interpreted to limit the Buyer's obligations under Paragraphs 5 and 6 as applicable, to defend, hold harmless and indemnify the County.

13. Notices. All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

14. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

16. Applicable Law. This Agreement shall be construed, applied, and enforced in accordance with the laws of the state of Oregon.

17. Statutory Warning.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

FOR MULTNOMAH COUNTY:

FOR BUYER:

/s/ _____

Dated: _____, 2013

Dated: _____, 2013

/s/ _____

Dated: _____, 2013

Exhibit 1 to Earnest Money Agreement

Tax Account Number:

Legal Description:

Exhibit 2 to Earnest Money Agreement

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

County's Disclosure (initial)

- ____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
____ County has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ____ (b) Records and reports available to the County (check one below):
____ County has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
____ County has no reports or records pertaining to lead-based paint in the housing.

Purchaser's Acknowledgment (initial)

- ____ (c) Purchaser has received copies of all information listed above.
____ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
____ (e) Purchaser has (check one below):
____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
____ Waived the opportunity to conduct a risk management or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

For the County:

For the Purchaser:

Title: _____
Date: _____

Print Name: _____
Date: _____

Print Name: _____
Date: _____

EXHIBIT C

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

(Grantee) NAME _____
STREET ADDRESS _____
CITY STATE ZIP _____

After recording return to:

(Grantor) MULTNOMAH COUNTY TAX FORECLOSED PROPERTY
501 SE HAWTHORNE BLVD
PORTLAND OR 97214

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 located in Multnomah County, Oregon:

LEGAL DESCRIPTION

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is \$ _____.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered on _____, 2013, by Resolution No _____; has caused this deed to be executed by the Chair of the County Board.

Dated this ____ day of _____, 2013.

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 ____ day of ____ 2013, by Jeff Cogen, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Marina A. Baker
Notary Public for Oregon;
My Commission expires: 7/14/2014

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

By _____
Matthew O. Ryan, Assistant County Attorney