

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 2010-033

Authorizing the Public Sale of Tax Foreclosed Property and Execution of Sale Documents

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County has acquired through the foreclosure of liens for delinquent real property taxes, 16 real property parcels as more particularly described in the attached Exhibit A (the "Property").
- b. Title to the Property is now vested in Multnomah County as provided under ORS 312.270.
- c. The County does not need the Property for County purposes or uses; it is in the best interest of the County to offer the Property at a public sale in accordance with the provisions of ORS 275.110 through 275.190.

The Multnomah County Board of Commissioners Orders:

1. The Multnomah County Sheriff (MCSO) is directed to conduct a public sale of the Property in compliance with ORS 275.110 through ORS 275.190; for not less than the minimum bid/price set for each separate parcel as provided in Exhibit A.
2. MCSO shall coordinate with the County's Tax Title Division to determine the date and time of the public sale in compliance with ORS 275.140.
3. MCSO shall provide for notice of the public sale in compliance with ORS 275.120.
4. All parcel's sold at the public sale will be for cash, including the option of an earnest money agreement that requires payment of an earnest money deposit upon execution and payment of the outstanding balance in one additional payment as allowed under ORS 275.188 and ORS 275.190.
5. With respect to the 16 parcels described in Exhibit A, the County Chair is authorized to execute an earnest money agreement if applicable; in substantial compliance with the agreement attached as Exhibit B; and a deed in substantial compliance with the deed attached as Exhibit C for the specific parcel purchased at the public sale.

ADOPTED this 8th day of April, 2010.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

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

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

- | | | |
|-----|----------------------|---|
| 14. | Legal Description: | See Attached Exhibit A-7 |
| | Approximate Location | 4003 NE Bryant St, Portland OR 97211 |
| | Tax Account Number: | R315339 |
| | Minimum Bid/Price: | \$9,400 |
| | Expenses: | \$0 |
| | City Liens: | \$3,250 |
| 15. | Legal Description: | See Attached Exhibit A-8 |
| | Approximate Location | 16625 SE Powell Blvd, Portland OR 97236 |
| | Tax Account Number: | R338444 |
| | Minimum Bid/Price: | \$85,000 |
| | Expenses: | \$694 |
| | City Liens: | \$0 |
| 16. | Legal Description: | The East one-half of Lot 1, Block 5, Luther Place, a duly recorded subdivision in the County of Multnomah, State of Oregon. |
| | Approximate Location | 7017 SE Sherrett ST, Portland OR 97206 |
| | Tax Account Number: | R209969 |
| | Minimum Bid/Price: | \$48,500 |
| | Expenses: | \$5,296 |
| | City Liens: | \$11,958 |

EXHIBIT A-1

Tax Account R255548

Legal Description:

Lot 1, Block 3, RIDGEVIEW ESTATES, Multnomah County, Oregon

ALSO a tract of land in the Southeast $\frac{1}{4}$ of Section 22, T1S, R2E, W.M., Multnomah County, Oregon, described as follows:

Beginning at the Southwest corner of Lot 1, Block 3, RIDGEVIEW ESTATES, a duly recorded subdivision in Multnomah County; thence North along the West line of said Lot 1 to the Northwest corner thereof; thence West parallel with and 30 feet South of the North line of said Southeast $\frac{1}{4}$ section a distance of 50 feet; thence South parallel with and 50 feet West of said West line of said Lot 1, Block 3, a distance of 143.96 feet to the Northeast corner of Lot 1, Block 1, RIDGEVIEW ESTATES; thence East along the extension of Lot 1, Block 1 RIDGEVIEW ESTATES, a distance of 25 feet; thence South parallel with the West line of said Lot 1, Block 3 a distance of 20 feet, more or less, to a point on a 70 foot radius, non-tangent curve to the right; thence Easterly along the arc of said curve to the Southwest corner of said Lot 1, Block 3 and the point of beginning.

EXHIBIT A-2

Tax Account R314947

Legal Description:

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

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

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

EXHIBIT A-3

Tax Account R315016

Legal Description:

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

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

EXHIBIT A-4

Tax Account R124267

Legal Description:

All of Lots 1, 2 and 3, of Block 8, Burlington, in the City of Portland, County of Multnomah and State of Oregon, and that portion of Lots 33 and 34, Block 8, Burlington described as follows:

Beginning at the most Southerly corner of said Lot 33: thence Northeasterly along the Easterly line of said Lot 33, 55 feet more or less; thence in a Northwesterly direction to a point 14 feet more or less Northeasterly of the most Westerly corner of Lot 34 and located on the Westerly line of said Lot 34; thence in a Southwesterly direction along the Westerly line said Lot 34, 14 feet more or less to the most Westerly corner of said Lot 34; thence Southeasterly along the Southwesterly lines of said Lots 34 and 33 to the true point of beginning.

EXHIBIT A-5

Tax Account R146290

Legal Description:

That part of Lot 23, DeLashmutt and Oatman's Little Homes Subdivision No. 4, in the County of Multnomah and State of Oregon, described as follows:

The East ½, except the North 15 feet, of the following described real property:

Beginning at a point in the West line of Section 15, Township 1 South, Range 2 East of the Willamette Meridian, 997.32 feet South of the Northwest corner of Section 15; thence North 89°24' East 200 feet; thence Southerly parallel with the West line of Lot 23, DeLashmutt and Oatman's Little Homes No. 4, a distance of 114.35 feet, more or less, to a point 200 feet Northerly from the South line of said lot; thence Westerly, parallel with the South line of said Lot 23, 200 feet to the West Line of said Lot; thence Northerly along the West line 114.35 feet, more or less, to the point of beginning.

EXHIBIT A-6

Tax Account R315310

Legal Description:

A parcel of land situated in Section 13, Township 1 North Range 1 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Commencing at the Southwest Corner of William Hall Donation Land Claim, in Section 13, Township 1 North, Range 1 East of the Willamette Meridian of Multnomah and State of Oregon; thence South 89°14'45" East on the South line of said Donation Land Claim, 615.04 feet; thence North 0°19'30" West parallel to the West line of said Hall Donation land Claim, 1743.27 feet to an iron pipe driven in the ground; thence South 73°36'20" East 164.46 feet to the true point of beginning of the tract herein described; thence running North 0°19'30" West parallel to the West line of said Donation Land Claim, 160.56 feet to the Southwesterly corner of that tract conveyed to Clyde R. Ellinger, et ux by Deed dated November 3, 1949, recorded November 4, 1949 in Book 1369, Page 58, Deed Records; thence Easterly along a straight line to the Southeasterly corner of that tract conveyed to Ruth A. Killion by deed recorded September 28, 1946 in Book 1104, Page 515 Deed Records; thence South 0°19'30" East 174.56 feet to a point; thence North 73°36'20" West 75.70 feet to the place of beginning.

EXHIBIT A-7

Tax Account R315339

Legal Description:

The following described parcel of land situated in Section 13, Township 1 North Range 1 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of tract conveyed to Ruth A. Killion by deed recorded September 28, 1946, in Book 1104 Page 515, Deed Records; thence Southerly, along the West line of said Killion tract extended a distance of 14 feet; thence Easterly in a straight line to the Southeast corner of said Killion tract; thence Westerly along the Southerly line of said Killion tract to the true point of beginning.

Together with:

The Northerly 65 feet of the following described parcel of land as measured 65 feet perpendicular from and parallel with the Northerly line thereof:

Commencing at the Southwest corner of William Hall Donation Land Claim; thence South 89°14'45" East on the South line of said William Hall Donation Land Claim, a distance of 615.04 feet; thence North 0°19'30" West parallel to the West line of said Donation Land Claim 1743.27 feet to an iron pipe driven in the ground; thence South 73°36'20" East 164.46 feet to a point of beginning of tract to be described; thence North 0°19'30" West parallel to the West line of said William Hall Donation Land Claim 239.56 feet; thence South 73°36'20" East 75.70 feet; thence South 0°19'30" East 231.73 feet to a point; thence continuing South 0°19'30" East 7.83 feet; thence North 73°36'20" West 75.70 feet to the point of beginning.

EXHIBIT A-8

Tax Account R338444

Legal Description:

A tract of land in Section 7, Township 1 South, Range 3 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Beginning at the intersection of the Southerly projection of the West line of Lots 5 and 6, Block 14, Sun Bow Valley a subdivision of Block 14 and the North right of way line of Powell Valley Road; thence North along the West line of said Lots 5 and 6, to the most Southerly Southeast corner of Lot 4, Block 14 Sun Bow Valley; thence Northwesterly along the South line of said Lot 4, a distance of 70 feet; thence Southwesterly in a straight line to a point of the North line of Powell Valley Road, said point being 80 feet Northwesterly from the aforesaid point of beginning; thence Southeasterly along the North right of way line of said Powell Valley road a distance of 80 feet to the point of beginning.

**EXHIBIT B
EARNEST MONEY AGREEMENT**

EARNEST MONEY AGREEMENT

DATE: MAY 24, 2010

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

BUYER: Name: _____
Address: _____

Telephone: _____

Recitals

1. On May 24, 2010, County conducted a public auction consistent with ORS 275.110 to 275.250 of tax-foreclosed real properties, including the property described herein.
2. Buyer was the highest bidder at the auction for certain real property, situated in Multnomah County, Oregon, more particularly described as follows:

(The "Property").

Agreement

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

1. **Sale and Purchase.** Buyer agrees to purchase the Property from County and County agrees to sell the Property to Buyer for the sum of \$_____ (the "Purchase Price").
2. **Earnest Money.** County hereby acknowledges receipt of the sum of \$_____ paid by Buyer as earnest money. The earnest money shall be applied to the Purchase Price on the Closing Date, as that term is defined herein.
3. **Payment of Purchase Price.** The Purchase Price shall be paid as follows:
At closing, the earnest money shall be credited to the purchase price and the Buyer shall pay the balance of the purchase price in cash.
4. **Closing.** Closing shall take place on or before June, 28 2010, at 1 PM; (the "Closing Date"), at the offices of Multnomah County Tax Title, 501 SE Hawthorne, Rm.175, Portland, Oregon, 97214-3560.
5. **Lead Based Paint Inspection.** Buyer shall have an opportunity to conduct a risk-assessment or inspection to determine the presence of lead-based paint or lead-based paint hazards on the property. Buyer may terminate this sale by delivering to County written notice of Buyer's disapproval of risk-assessment or inspection within ten (10) days of the date of this

Agreement unless Buyer has waived the opportunity. The disclosure statement on lead-based paint and lead-based paint hazards, which is attached as Exhibit A, is incorporated in this Agreement. If Buyer delivers to County a timely notice of disapproval, this Agreement terminates and will be cancelled and County will promptly refund Buyer's earnest money deposit. Buyer shall indemnify, hold harmless and defend County from all liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or relating to Buyer's entry on or inspection of the property as provided under this paragraph. This covenant to indemnify, hold harmless and defend seller shall survive closing or any termination of this agreement.

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

7. Deed. On the Closing Date, 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". 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", and Buyer hereby unconditionally and irrevocably waives any and all actual or potential rights Buyer may have regarding any form of warranty, except as set forth in this Agreement, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

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

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

(a) If the conditions described in Paragraph 5 above are satisfied or waived by Buyer and the transaction does not thereafter close, through no fault of County, before the close of business

on the Closing Date, Buyer shall forfeit the [earnest money deposit _____] to County as liquidated damages.

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

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

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

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

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

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

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

17. Statutory Warning.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

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.

FOR MULTNOMAH COUNTY:

FOR BUYER:

/s/ _____

Dated: _____, 2009

Dated: _____, 2009

/s/ _____

Dated: _____, 2009

**EXHIBIT C
MULTNOMAH COUNTY DEED**

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

NAME _____
STREET ADDRESS _____
CITY STATE ZIP _____

After recording return to:
Multnomah County Tax Title 503/4

Deed D _____ for R _____

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to _____, **Grantee**, the following 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. 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.

The true consideration for this conveyance is \$ _____.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered of record; has caused this deed to be executed by the Chair of the of County Board.

Dated this 28th day of June, 2010.

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 28th day of June 2010, 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.

Notary Public for Oregon;
My Commission expires:

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney