

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

ORDER NO. 2014-025

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 24 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.

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 (SPG) 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 SPG's role in the oversight and disposition of the properties 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 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 24 parcels described in Exhibit A, the County Assessor 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.
8. Five of the properties listed are encumbered with 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 27th day of March, 2014.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Marissa Madrigal, Acting Chair

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

By 
Lindsay Kandra, Assistant County Attorney

SUBMITTED BY: Sherry Swackhamer, Interim Director, Dept. of County Management.

Exhibit A
Proposed For Sheriff's Sale by Multnomah County

1. **Tax Account No.:** R151247
Approximate Location: Behind 7105 N Richards, Portland, OR 97203
Minimum Bid: \$6,000
Expenses: \$2,052
City Liens: None
Legal Description: Lots 14 and 15, Block 23, EAST ST. JOHNS, City of Portland, Multnomah County, Oregon
2. **Tax Account No.:** R133927
Approximate Location: 18942 NE Davis St., Gresham, OR 97230
Minimum Bid: \$87,000
Expenses: \$25,602
City Liens: None
Legal Description: Lot 8, Block 2, CINDERELLA GARDENS, in the City of Portland, County of Multnomah and State of Oregon.
3. **Tax Account No.:** R302747
Approximate Location: 4929 SW Coronado St., Portland OR 97219
Minimum Bid: \$6,000
Expenses: \$1,644
City Liens: None
Legal Description: Lot 29, Block 63, WEST PORTLAND PARK, in the City of Portland, County of Multnomah and State of Oregon.
4. **Tax Account No.:** R320488
Approximate Location: Adjacent to 501 W Hist Columbia River HWY, Troutdale, OR 97060
Minimum Bid: \$20,000
Expenses: \$1,535
City Liens: None
Legal Description: A Tract of land being a portion of that property described as Exhibit B in Deed Document No. 94-158392, Deed records of Multnomah County, located in the Northwest one-quarter of Section 25, Township 1 North, Range 3 East of the Willamette Meridian, City of Troutdale, County of Multnomah, State of Oregon, being more particularly described as follows:

BEGINNING at the Northwest corner of said Exhibit B tract; thence along the North line of said Exhibit B tract, said line being coincident with the South line of the O.W.R. & N. Co. Right of Way, S88°43'13"E 18.20 feet to the Northwest corner of that tract of land described in Book 2022, Page 1581; thence along the East line of said Exhibit B tract, S00°49'00"W 143.83 feet to the Southwest corner of that tract of land described in Book 810, Page 510, said corner being 25.00 feet North of, when measured at right angles to the centerline of Historic Columbia River Highway; thence along the South line of said Exhibit B tract, 25.00 feet Northerly of and Parallel with said centerline, N89°36'00"W 18.20 feet to the Southwest corner of said Exhibit B tract; thence along the West line of said Exhibit B tract, being coincident with the East line of that tract of land described in Book 1927, Page 630, N00°49'00"E 144.11 feet to the **POINT OF BEGINNING**.

Reserving unto Multnomah County, an easement for road purposes over the Southerly 10.00 feet of the above described tract of land.

This legal description along with the basis of bearings thereof, is based on SN 57498, Multnomah County Survey Records, and by said reference is made a part thereof.

5. **Tax Account No.:** R146308
Approximate Location: 10329 SE Liebe St., Portland, OR 97266
Minimum Bid: \$45,000
Expenses: \$13,794
City Liens: \$51,606 (Per IGA County Payoff Approximately \$11,762)
Legal Description: A portion of Lot 23, DELASHMUTT AND OATMAN'S LITTLE HOMES NO.4, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

The Westerly 60 feet of the Southerly 77 feet of the following:

Beginning at a 2 inch iron pipe marking the Northwest corner of Lot 22 in DELASHMUTT AND OATMAN'S LITTLE HOMES NO.4, said pipe being located on the line between Sections 15 and 16, Township 1 South, Range 2 East of the Willamette Meridian, 661.2 feet South of the Northwest corner of said Section 15; thence South along said Section line 482.05 feet to the North line of S.E. Liebe Street; thence South 89°24' East along the North line of S.E. Liebe Street, 430 feet to the true point of beginning; thence North 151.35 feet; thence North 89°53' East, 210 feet to the West line of S.E. 104th Avenue; thence South along the West line of S.E. 104th Avenue 154 feet; thence North 89°24' West 210 feet to the true point of beginning.

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

6. **Tax Account No.:** R181313
Approximate Location: 9807 N Smith St., Portland, OR 97203
Minimum Bid: \$91,000
Expenses: \$44,040
City Liens: \$1,207
Legal Description: Lot 17, Block 20, HOLBROOK'S ADDITION TO THE TOWN OF ST. JOHNS, in the City of Portland, County of Multnomah and State of Oregon.
7. **Tax Account No.:** R186953
Approximate Location: Close to 18807 NW Columbia St., Portland, OR 97231
Minimum Bid: \$3,000
Expenses: \$1,631
City Liens: None
Legal Description: Lots 12, 13, 14, 15 and 16 Block 8 INGLEDVIEW, in the City of Portland, the County of Multnomah and State of Oregon.
8. **Tax Account No.:** R118335
Approximate Location: 1106 SW Kendall Ct., Troutdale, OR 97060
Minimum Bid: \$111,000
Expenses: \$32,134
City Liens: \$42
IRS Liens: \$10,354 and \$6,315
Legal Description: Lot 3, BONN VUE, in the City of Troutdale, Multnomah County, Oregon.
9. **Tax Account No.:** R301022
Approximate Location: SW Fairhaven Drive, Portland, OR 97221
Minimum Bid: \$11,000
Expenses: \$3,568
City Liens: \$14,514 (Per IGA County Payoff Approximately \$10,451)
Legal Description: Lots 1 and 2 in Block "B", EXTENDED PLAT OF WEST HIGHLANDS, in the City of Portland, County of Multnomah and State of Oregon.
- EXCEPT THEREFROM that part of Lot 2 described as follows:
- Beginning at the most Southerly corner of said Lot 2; thence Northeasterly along the Northerly line of SW Upland Drive 42 1/2 feet; thence Northwesterly to a point on the Southerly line of SW Fairhaven Drive is 32 1/2 feet Northeasterly of the most Westerly corner of said Lot; thence Southwesterly along the Southerly line of SW Fairhaven Drive 32 1/2 feet to the most Westerly corner of said Lot; thence Southeasterly along the Westerly line of said Lot 2 to the point of beginning.
- FURTHER EXCEPTING THEREFROM that portion thereof described in Deed to Patrick Burns Recorded September 2, 1988 in Book 2134, Page 1192, Multnomah County Deed Records.
10. **Tax Account No.:** R213241
Approximate Location: 6221 SW 40th Ave., Portland, OR 97221
Minimum Bid: \$245,000
Expenses: \$82,247
City Liens: None
IRS Liens: \$243,594
Legal Description: Lot 3, Block 1, MARIMONT HEIGHTS, in the City of Portland, County of Multnomah and State of Oregon.
11. **Tax Account No.:** R605369
Approximate Location: Behind 1082 NW 6th St., Gresham, OR 97030
Minimum Bid: \$43,000
Expenses: \$8,223
City Liens: \$5,716
Legal Description: Parcel 3, PARTITION PLAT NO. 2007-99, in the City of Gresham, County of Multnomah and State of Oregon.
12. **Tax Account No.:** R138659
Approximate Location: 1525 NE Highland St., Portland, OR 97211
Minimum Bid: \$93,000
Expenses: \$6,282
City Liens: \$2,701 (Per IGA County Payoff \$0)
IRS Liens: \$89,519

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

Legal Description: Lot 11, Block 18, Columbia Heights in the City of Portland, County of Multnomah and State of Oregon.

13. **Tax Account No.:** R109748
Approximate Location: 205 W/ SE 148th Ave., Portland, OR 97233
Minimum Bid: \$60,000
Expenses: \$9,589
City Liens: None
IRS Liens: \$54,533
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.
14. **Tax Account No.:** R214328
Approximate Location: 6530 NE ML King Blvd., Portland, OR 97211
Minimum Bid: \$106,000
Expenses: \$12,502
City Liens: None
IRS Liens: \$32,297 and \$7,262
Legal Description: Lot 17 and 18, Block 1, MAXWELL, in the City of Portland, County of Multnomah and State of Oregon.
15. **Tax Account No.:** R288400
Approximate Location: 10837 NW Front Ave., Portland, OR 97231
Minimum Bid: \$17,000
Expenses: \$6,856
City Liens: \$89,582 (Per IGA County Payoff is \$0)
Legal Description: Lot 12, Block 46, TOWN OF LINNTON, in the City of Portland, County of Multnomah and State of Oregon.
16. **Tax Account No.:** R553320
Approximate Location: NW Front Ave., Portland, OR 97209
Minimum Bid: \$2,600
Expenses: \$1,628
City Liens: None
Legal Description: Tract "A", RIVERNORTH, in the City of Portland, County of Multnomah and State of Oregon.
17. **Tax Account No.:** R553325
Approximate Location: NW 16th Ave., Portland, OR 97209
Minimum Bid: \$1,200
Expenses: \$1,203
City Liens: None
Legal Description: All that portion of Tract "C", RIVERNORTH, in the City of Portland, County of Multnomah and State of Oregon contained within the parcel of land described as Exhibit 3, in a Deed to Tim Ralston Recorded June 9, 2003 as Recording number 2003-131360, Multnomah County Deed Records.
18. **Tax Account No.:** R553327
Approximate Location: E/ NW Front Ave., Portland, OR 97209
Minimum Bid: \$4,000
Expenses: \$1,930
City Liens: None
Legal Description: All that portion of Tract "H", RIVERNORTH, in the City of Portland, County of Multnomah and State of Oregon contained within the parcel of land described as Exhibit 1, in a Deed to Tim Ralston Recorded June 9, 2003 as Recording number 2003-131360, Multnomah County Deed Records.
19. **Tax Account No.:** R553361
Approximate Location: NW 16th Ave., Portland, OR 97209
Minimum Bid: \$1,200
Expenses: \$1,207
City Liens: None
Legal Description: Tract "C", RIVERNORTH, in the City of Portland, County of Multnomah and State of Oregon, excepting the portion of Tract "C" contained within the parcel of land described as Exhibit 3, in a Deed to Tim Ralston Recorded June 9, 2003 as Recording number 2003-131360, Multnomah County Deed Records.
20. **Tax Account No.:** R553362
Approximate Location: NW Riverscape St., Portland, OR 97209
Minimum Bid: \$1,600

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

Expenses: \$1,402

City Liens: None

Legal Description: Tract "D", RIVERNORTH, in the City of Portland, County of Multnomah and State of Oregon.

21. Tax Account No.: R553363

Approximate Location: NW Riverscape St., Portland, OR 97209

Minimum Bid: \$1,800

Expenses: \$1,448

City Liens: None

Legal Description: Tract "E", RIVERNORTH, in the City of Portland, County of Multnomah and State of Oregon.

22. Tax Account No.: R553364

Approximate Location: NW Riverscape St., Portland, OR 97209

Minimum Bid: \$1,900

Expenses: \$1,475

City Liens: None

Legal Description: Tract "F", RIVERNORTH, in the City of Portland, County of Multnomah and State of Oregon.

23. Tax Account No.: R553366

Approximate Location: E/ NW Front Ave., Portland, OR 97209

Minimum Bid: \$7,800

Expenses: \$2,749

City Liens: None

Legal Description: Tract "H", RIVERNORTH, in the City of Portland, County of Multnomah and State of Oregon, excepting the portion of Tract "C" contained within the parcel of land described as Exhibit 1, in a Deed to Tim Ralston Recorded June 9, 2003 as Recording number 2003-131360, Multnomah County Deed Records.

24. Tax Account No.: R317180

Approximate Location: Adjacent to 5858 NE 87th Ave., Portland, OR 97220

Minimum Bid: \$5,000

Expenses: \$2,749

City Liens: None

Legal Description: A parcel of land situated in Section 16, Township 1 North Range 2 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

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

Exhibit B

DATE: April 28, 2014

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

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

Recitals

1. On April 28, 2014, 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 June 10, 2014, 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:

Randy Walruff, Assessor

/s/ _____

Dated: _____, 2014

Dated: _____, 2014

/s/ _____

Dated: _____, 2014

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 _____, 2014, by Order No _____; has caused this deed to be executed by the Chair of the County Board.

Dated the ____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Marissa Madrigal, Acting Chair

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this ____ day of _____, 2014, by Marissa Madrigal, to me personally known, as Acting 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. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____

Lindsay Kandra, Assistant County Attorney
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