Earnest Money Agreement

DATE: DECEMBER 2, 2026

SELLER: MULTNOMAH COUNTY, OREGON (County) by and through its Tax Title Program, 501 S.E. Hawthorne Blvd., Suite 175, Portland, Oregon, 97214-3577, (hereafter, “County” or “Seller”).

PURCHASER: Name: _____
Address: _____
_____
Telephone: _____
(hereafter, “Purchaser”)

Recitals

1. On December 2, 2026, County conducted an Auction consistent with ORS 312.520 of tax-foreclosed real properties, including the property described herein.

2. Purchaser was the highest bidder at the Public Sale for certain real property, situated in Multnomah County, Oregon, more particularly described in **Exhibit 1 Deed**, 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.** Purchaser agrees to purchase the Property from County and County agrees to sell the Property to Purchaser for the sum of $_____(“Purchase Price”).

2. **Earnest Money.** County hereby acknowledges receipt of the sum of $_____ paid by Purchaser as earnest money (“Deposit”). The Deposit 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 Purchaser shall pay the balance of the purchase price in cash.

4. Closing. Closing shall take place on or before December 9, 2026, at 2:00 pm local time; ("Closing Date"), at the offices of Multnomah County Tax Title, 501 SE Hawthorne Blvd, Suite 175, Portland, Oregon, 97214-3577 ("Program Offices") by prior appointment.

5. Section 5 intentionally omitted.

6. Section 6 intentionally omitted.

7. **Deed**. Within ten (10) business days of the Closing Date, County shall execute, record, and make delivery to Purchaser at Program Offices a statutory bargain and sale deed (Exhibit 1) conveying the Property to Purchaser ("Closing").

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

9. Possession. Purchaser shall be entitled to possession immediately upon recording with Closing.

10. Property Sold "AS IS. WHERE IS." Purchaser 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 landslides, 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. Purchaser expressly acknowledges that the Property is being sold and accepted "**AS IS, WHERE IS,**" and Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights Purchaser 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. Purchaser acknowledges County has no title, right, interest, or responsibility for any Personal Property which may be located on the Property at Closing.

11. Binding Effect/Assignment Restricted. This Agreement is binding on and will insure to the benefit of County, Purchaser, and their respective heirs, legal representatives, successors, and assigns.

Nevertheless, Purchaser 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 transaction does not close, through no fault of County, before the close of business on the Closing Date, Purchaser shall forfeit the 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 Deposit shall be refunded to Purchaser.

(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.

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:

/s/_____
Michael Vaughn, DART Director

Dated: December 2, 2026

FOR PURCHASER(S):

_____

Dated: December 2, 2026

_____

Dated: December 2, 2026

Exhibit 1 Deed

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, ROOM 175
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 6, the Multnomah County Board of Commissioners by authority of an Order of the Board, entered on April 2, 2026, by Order No. 2026-019; has caused this deed to be executed by the Chair of the County Board.

Dated the ___ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

_____
Jessica Vega Pederson, Chair

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this ____ day of _____2026, by Jessica Vega Pederson, 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.

_____
XXXXXXXXXXXXXXXXXXXXXXX
Notary Public for Oregon;
My Commission expires: X/XX/202X

REVIEWED:

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

By_____
Carlos Rasch, Assistant County Attorney