BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 2024-020

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

The Multnomah County Board of Commissioners Finds:

A. Multnomah County has acquired through the foreclosure of liens for delinquent real property taxes three (3) real property tax account parcels, including two (2) accounts (R146849 and R328868) to be combined as one offering, more particularly described in the attached Exhibit A ("Properties").

B. Title to the Properties is now vested in Multnomah County as provided under ORS 312.270.

C. The County does not need the Properties for County purposes or uses. It is in the best interest of the County to offer the Properties at a Public Sale in accordance with the provisions of ORS 275.110 through 275.190 ("Public Sale").

The Multnomah County Board of Commissioners Orders:

1. The Multnomah County Sheriff (MCSO) is directed to conduct a Public Sale of the Properties in compliance with ORS 275.110 through ORS 275.190 for not less than the minimum bid/price set for each separate parcel as provided in Exhibit A.

2. MCSO shall coordinate with the County's Division of Assessment, Recording and Taxation ("DART") Tax Title Program ("Program") to determine the date and time of the Public Sale in compliance with ORS 275.140. The DART Director ("Division Director") shall have the authority to issue and implement reasonable rules and procedures relating to Program's role in the oversight and disposition of the Properties offered at the Public Sale; and, said rules and procedures shall be included, or as a link thereto, in any notice issued by the County or MCSO regarding the Public Sale.

3. MCSO and the Program shall provide notice of the Public Sale in compliance with ORS 275.120.

4. All Properties 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 Properties described in Exhibit A, the Chair or the Chair's Designee is authorized to execute an earnest money agreement, if applicable, in substantial conformance with the form of agreement attached as Exhibit B; and, a deed in substantial conformance with the deed attached as Exhibit C for the specific Properties purchased at the Public Sale.

6. The Chair or the Division Director shall have the authority to withdraw any Properties 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 Properties not sold at the Public Sale may thereafter be sold at private sale (including government transfer) for cash in compliance with ORS 275.200; the purchase price in cash shall be due at or before the date of sale, and the Chair is authorized to execute a deed in substantial conformance with the deed attached as Exhibit C for any such property sold by private sale.

8. If any of the Properties are encumbered by Federal tax liens from the Internal Revenue Service (IRS), the Division Director or County Attorney shall have the authority to execute an agreement and all related documents with the IRS to provide for distribution of sale proceeds, not to exceed the amount of their respective liens, from the sale of county-owned property.

ADOPTED this 4th day of April, 2024.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jessica Vega Pederson

Jessica Vega Pederson, Chair

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

By _____
Carlos Rasch, Assistant County Attorney

SUBMITTED BY: Serena Cruz, Director, Dept. of County Management

Exhibit A
Proposed For Public Sale by Multnomah County

1. **Tax Account No.:** R146849
   Approximate Location: 3900 SW CULLEN, PORTLAND, OR 97221
   Minimum Bid: $18,000
   Legal Description: A tract of land situated in the Southwest one-quarter of Section 17, Township 1, South, Range 1 East, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being a part of Lot 1, Block 2, DEWITT HEIGHTS, being more particularly described as follows, to-wit:

   Beginning at a 1/2 inch iron pipe at the most Easterly corner of Lot 1, Block 2, DEWITT HEIGHTS, which iron pipe is in the Southwesterly right-of-way line of said Southern Pacific Railroad at the terminus of SW Flower Street; thence South 80°24'47" West, along the Northerly right-of-way line of said SW Flower Street, 60.19 feet to a 5/8 inch iron rod and the true place of beginning; from said true place of beginning, thence leaving said Northerly right-of-way line North 18°34'46" West 60.89 feet to a 5/8 inch iron rod; thence North 58°38'00" West 29.64 feet to a 5/8 inch iron rod at a point of curve in the Southwesterly right-of-way line of said Southern Pacific Railroad; thence, along said Southwesterly right-of-way line, on a curve to the left having a radius of 2698.60 feet through a central angle of 02°28'26" a distance of 116.52 feet to a 5/8 inch iron rod at the most Northerly corner of said Lot 1, Block 2 DEWITT HEIGHTS; thence, leaving said Southwesterly right-of-way line, South 39°58'06" West, along the Northwesterly line of said Lot 1, Block 2, 20.29 feet to a 5/8 inch iron rod at the Southwesterly line of said Lot 1, Block 2; thence South 38°29'21" East, along the Southwesterly line of said Lot 1, Block 2, 165.25 feet (plat 165.20 feet) to a 5/8 inch iron rod at the most Southerly corner of said Lot 1, Block 2, in the Northwesterly right-of-way line of SW Flower Street; thence Northeasterly, along a curve to the right, having a radius of 219.97 feet through a central angle of 11°37'11" a distance of 44.61 feet to a 5/8 inch iron rod and point of tangent; thence, continuing along said Northerly right-of-way line, North 80°24'47" East 13.37 feet to the true place of beginning.

2. **Tax Account No.:** R328868
   Approximate Location: 3900 SW CULLEN, PORTLAND, OR 97221
   Minimum Bid: $19,000
   Legal Description: A tract of land in the Southwest one-quarter of Section 17, Township 1 South, Range 1 East, of the Willamette Meridian, being a part of Lot 1, Block 2, DEWITT HEIGHTS, and a part of the deeded Southern Pacific Railroad (abandoned), in the City of Portland, County of Multnomah and State of Oregon, being more particularly described as follows:

   Beginning at a 1/2 inch iron pipe at the most Easterly corner of Lot 1, Block 2, DEWITT HEIGHTS, which iron pipe is in the Southwesterly right-of-way line of said Southern Pacific Railroad at the terminus of SW Flower Street; thence South 80°24’47” West along the Northerly right-of-way line of said Flower Street. 45.00 feet to a 5/8 inch iron rod and the true point of beginning; thence leaving said Northerly right-of-way line North 13°56’52” West 126.86 feet to a 5/8 inch iron rod in the Northerly right-of-way line of said Southern Pacific Railroad; thence along a curve to the left having a radius of 2758.60 feet through a central angle of 01°36’57” a distance of 77.81 feet to the Northwest corner of Lot 1, ONAWAY, which Northwest corner is on the East-West of said Section 17, Township 1 South, Range 1 East; thence leaving said Northerly right-of-way line North 88°52’00” West along said East-West centerline 132.64 feet to a 5/8 inch iron rod in the Southwesterly right-of-way line of said Southern Pacific Railroad; thence Southeasterly along said Southwesterly right-of-way line along a curve to the right having a radius of 2698.60 feet through a central angle of 04°08’31” a distance of 195.08 feet (chord bears South 61°09’00” East 195.04 feet) to a 5/8 inch iron rod; thence South 58°38’00” East 29.64 feet to a 5/8 inch iron rod; thence South 18°34’46” East 60.89 feet to a 5/8 inch iron rod in the Northerly right-of-way line of SW Flower street;

thence North 80°24’47” East along said Northerly right-of-way line 15.19 feet to the true point of beginning.

3. **Tax Account No.:** R339897
Approximate Location: 2840 SE ORIENT DR, GRESHAM, OR 97080
Minimum Bid: $53,000
Legal Description: Basis of bearings:
The bearings noted hereon are based upon the Northeasterly right of way line of SE Orient Drive per SN 61502, a survey of record in Multnomah County. The following description is based on a dependent re-survey conducted by Summit Land Surveyors in April 2015 which retraced those tracts of land described in deed to George Hale Development Inc. and recorded in document no. 2010-054546, herein referred to as (D3); document no. 2010-054548, referred to as (D2); and document no. 2010-054547, referred to as (Dl).

Legal Description:
That tract of land located in the Southwest 1/4 of Section 13, Township 1 South, Range 3 East, of the Willamette Meridian, City of Gresham, Multnomah County, the State of Oregon, more particularly described as follows:

Commencing at a 1/2” iron pipe found at the Northwest corner of Lot 13, plat of “Condor Estates”; thence along the boundary of (D2) S 89°11’07” W, 97.23 feet to a 5/8” iron rod with a yellow plastic cap stamped “WESTLAKE CONSULTANTS” found at the Southeast corner of (D3); thence along the monumented boundary of (D3) the following 3 courses, N 02°29’35” W, 140.30 feet to a 5/8” iron rod found at the Northeast corner of (D3); thence N 89°55’27” W, 427.59 feet to a 3/4” iron pipe found at the Northwest corner of (D3); thence S 00°13’44” E, 14.97 feet to the point of beginning; thence parallel with and 130.00 feet distant from the centerline of SE Orient Drive (60.00 feet wide), S 40°21’02” E, 988.53 feet to a point on the Northerly right of way line of SE Welch Road, being 30.00 feet distant from the centerline thereof; thence along said North right of way line, S 88°56’00” W, 129.20 feet to the Northeasterly right of way line of SE Orient Drive; thence along said right of way line, N 40°21’02” W, 842.94 feet; thence leaving said right of way line and along the monumented boundary of (D3) the following 2 courses, N 85°57’15” E, 35.44 feet to a 1/2” iron pipe; thence N 00°13’44” W, 110.86 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Gresham, a municipal corporation of the State of Oregon, in deed recorded May 5, 2017 as 2017 55145 and 2017 55147.

Exhibit B
Earnest Money Agreement-Inspection Waiver

DATE: _____2024
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 _____ 2024, County conducted a Public Sale consistent with ORS 275.110 to 275.250 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**, 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 _____2024, at _____ local time; ("Closing Date"), at the offices of Multnomah County Tax Title, 501 SE Hawthorne Blvd, Suite 175, Portland, Oregon, 97214-3577 ("Program Offices".)

5. Lead Based Paint Inspection Waiver. Purchaser waives the opportunity to conduct a risk-assessment or inspection to determine the presence of lead-based paint or lead-based paint hazards on the Property. Purchaser acknowledges potential presence of lead-based paint or lead-based paint hazards on the Property. The disclosure statement on lead-based paint and lead-based paint hazards, which is attached as **Exhibit 2**, is incorporated in this Agreement.

6. Right of Entry. Purchaser or its agents may, prior to Closing Date, enter the Property, if improved and accessible, on one occasion, by mutual agreement, to view or to measure the Property, not for purposes of testing or inspection, as reasonably needed in County's sole discretion. Purchaser 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 Purchaser's entry of the Property. This covenant to indemnify, hold harmless and defend Seller shall survive closing or any termination of this Agreement.

7. **Deed**. Within ten (10) business days of the Closing Date, County shall execute, record, and make delivery to Purchaser at Program Offices a statutory bargain and sale deed 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 inure 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) As the conditions described in Paragraph 5 above are waived by Purchaser, if the transaction does not, 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.

(d) Provided**,** nothing herein shall be interpreted to limit the Purchaser's obligations under Paragraph 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 PURCHASER:
_____	/s/_____
Michael Vaughn, DART Director	
Dated: _____, 2024	Dated: _____, 2024
	/s/_____
	Dated: _____, 2024

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
- **X** **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: _____

Date: _____

For the Purchaser: _____

Date: _____

EXHIBIT C

Until a change is requested, all tax statements shall be sent
to the following address:
(Grantee) NAME_____
STREET ADDRESS_____
CITY STATE ZIP_____
After recording return to:
(Grantor) MULTNOMAH COUNTY TAX TITLE
501 SE HAWTHORNE BLVD, 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 WHEREOF, the Multnomah County Board of Commissioners by authority of an Order of the Board, entered on _____ , 2024, by Order No _____ ; has caused this deed to be executed by the Chair of the County Board.

Dated the ___ day of _____, 2024.

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 _____2024, 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.

_____
Marina Hovious
Notary Public for Oregon;
My Commission expires: 5/10/2026

REVIEWED:

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

By_____
Carlos Rasch, Assistant County Attorney