

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

**ORDER NO. 2023-038**

**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 fourteen (14) real property tax account parcels, including four accounts 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 1<sup>st</sup> day of June, 2023.**



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Jessica Vega Pederson, Chair

REVIEWED:

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

By   
Carlos Rasch, Assistant County Attorney

**SUBMITTED BY:** Serena Cruz, Chief Operating Officer and Director, Dept. of County Management

**Exhibit A**  
**Proposed For Public Sale by Multnomah County**

- 1. Tax Account No.:** R117073  
**Approximate Location:** 2146 W/ N BLANDENA ST, PORTLAND OR 97217  
**Minimum Bid:** \$500  
**Legal Description:** The East one-half of vacated North Gay Avenue by Ordinance No. 59643, recorded November 12, 1930, Book 104, Page 42, West of and Adjoining Lot 1, Block 3, BLANDENA HEIGHTS, in the City of Portland, County of Multnomah and State of Oregon.
- 2. Tax Account No.:** R153869  
**Approximate Location:** 11345 SE LEXINGTON ST, PORTLAND, OR 97266  
**Minimum Bid:** \$250,000  
**Legal Description:** The West 75 feet of Lot 1, Block 3, ECHO HEIGHTS, in the City of Portland, County of Multnomah and State of Oregon.  
And the Following described property in Section 22, Township 1S, 2E, Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:  
Beginning at the Northwest corner of Lot 1, Block 3, ECHO HEIGHTS, County of Multnomah and State of Oregon, said corner being the true point of beginning: thence North 0°12'40" West 30 feet; thence North 88°39'20" East 75 Feet; thence South 0°12'40" East 30 feet; thence South 88°39'20" West 75 feet to the true point of beginning.
- 3. Tax Account No.:** R163425  
**Approximate Location:** 6911 SE MITCHELL CT, PORTLAND, OR 97206  
**Minimum Bid:** \$150,000  
**Legal Description:** Lot 14, Block 17, FIRLAND, in the City of Portland, County of Multnomah and State of Oregon
- 4. Tax Account No.:** R186926  
**Approximate Location:** NW CORNELIUS PASS RD, PORTLAND, OR 97231  
**Minimum Bid:** \$500  
**Legal Description:** Lot 9, Block 2, INGLEDVIEW, in the City of Portland, County of Multnomah and State of Oregon.
- 5. Tax Account No.:** R186929  
**Approximate Location:** NW CORNELIUS PASS RD, PORTLAND, OR 97231  
**Minimum Bid:** \$500  
**Legal Description:** Lots 12, 13, 14, 15, and 21, Block 2, INGLEDVIEW, in the City of Portland, County of Multnomah and State of Oregon.
- 6. Tax Account No.:** R190184  
**Approximate Location:** 2715 NE JARRETT ST, PORTLAND, OR 97211  
**Minimum Bid:** \$200,000  
**Legal Description:** The East one-half of Lots 41, 43, 45, and 47, Block 29, IRVINGTON PARK, in the City of Portland, County of Multnomah and State of Oregon.
- 7. Tax Account No.:** R197014  
**Approximate Location:** 7027 SE GLADSTONE ST, PORTLAND, OR 97206  
**Minimum Bid:** \$150,000  
**Legal Description:** Lot 9, Block 5, KERN PARK, in the City of Portland, County of Multnomah and State of Oregon.
- 8. Tax Account No.:** R197108  
**Approximate Location:** 4208 SE 67TH AVE, PORTLAND, OR 97206  
**Minimum Bid:** \$100,000

**Legal Description:** The North one-half of Lots 19 and 20, Block 8. KERN PARK, in the City of Portland, County of Multnomah and State of Oregon.

**9. Tax Account No.:** R217191

**Approximate Location:** 10451 SE MARTINS ST, PORTLAND, OR 97266

**Minimum Bid:** \$2,000

**Legal Description:** Lot 8, Block 37, MENTONE, in the City of Portland, Multnomah County, Oregon.

**10. Tax Account No.:** R297004

**Approximate Location:** 3145 N/ NE ROCKY BUTTE RD, PORTLAND, OR 97220

**Minimum Bid:** \$50,000

**Legal Description:** Lot 4, VISTA VIEW ESTATES, in the City of Portland, County of Multnomah and the State of Oregon.

**11. Tax Account No.:** R335456

**Approximate Location:** 12047 WI/ SE MARTINS ST, PORTLAND, OR 97266

**Minimum Bid:** \$25,000

**Legal Description:** A tract of land In the Southeast one-quarter of Section 15, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

BEGINNING at a point in the West line of that tract conveyed to Lida Schuman, et al, by Deed recorded July 28, 1916 in book 713, page 435, Deed Records, which point is 556.5 feet North of the Southwest corner of said Schuman Tract, said point being also the Southwest corner of that tract conveyed to Donald G. Schuman, et ux, by Deed recorded April 22, 1949 in book 1331, page 342, Deed Records; thence East 165 feet along the South line of said Donald G. Schuman Tract to the Southeast corner thereof; thence North 311.14 feet to the Northeast corner of the said Donald G. Schuman Tract and true point of beginning of the herein described tract; thence South 50 feet to the Northwest corner of that tract conveyed to Jerry J. Bell, et ux, by Deed recorded May 7, 1968 in book 618, page 121, Deed Records; thence East 133.9 feet along the North line of said Bell Tract to the Northeast corner thereof; thence North 50 feet; thence West 133.9 feet to the true point of beginning.

**12. Tax Account No.:** R336337

**Approximate Location:** SWC/ 82ND & SE HARNEY ST, PORTLAND, OR 97206

**Minimum Bid:** \$25,000

**Legal Description:** A tract of land situated in Section 20, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at the intersection of the South line of S.E. Harney Street (40 feet wide) and the Southeasterly bank of Johnson Creek; thence West along the South line of said street to the Northeast corner of the tract conveyed to Roy Leigh and wife, by deed recorded July 12, 1940 in Deed Book 558, Page 45; thence South 0°06' East parallel with and 247.8 feet West of the East line of said Section to the Southeasterly bank of Johnson Creek; thence Northeasterly along said bank to the point of beginning.

EXCEPTING so much thereof as may be included in SE Harney Street, formerly Church Street.

ALSO EXCEPTING those portions described in Deed to the State of Oregon, by and through its State Highway Commission, recorded July 3, 1972 in Book 867, Page 223 and recorded February 28, 1990 as Fee No. 90-016607 in Book 2279, Page 1552.

**13. Tax Account Nos.:** R341715, R341751, R504179, R504184

**Approximate Location:** 38000 SE RICKERT RD, CORBETT, OR 97019

**Minimum Bid:** \$50,000

**Legal Description:** A parcel of land in the Northeast  $\frac{1}{4}$  of Section 11 and Northwest  $\frac{1}{4}$  of Section 12, Township 1 South, Range 4 East, W.M., Multnomah County, Oregon described as follows:

BEGINNING at a point on the North line of said Northeast  $\frac{1}{4}$ , South  $88^{\circ}22'19''$  East, 250.00 feet from the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 11, said point being the Northeast corner of that parcel conveyed to Guericke, et ux, by Deed recorded November 14, 1975 in Book 1072, Page 734, Multnomah County Deed Records, said point also being on the centerline of a 60-Foot wide roadway; thence along said centerline South  $88^{\circ}22'19''$  East along the North line of said Northeast  $\frac{1}{4}$ , 59.54 feet to an iron rod and the True Point of Beginning of the parcel herein described, said iron rod also being the point of curve right of a 158.87 Foot radius curve; thence along the arc of said curve right through a central angle of  $62^{\circ}42'03''$ , 173.86 feet (chord bears South  $57^{\circ}01'18''$  East, 165.32 feet) to an iron rod; thence South  $25^{\circ}40'16''$  East, 222.40 feet to an iron rod and point of curve left of a 451.29 Foot radius curve; thence along the arc of said curve left through a central angle of  $15^{\circ}08'47''$ , 119.30 feet (chord bears South  $33^{\circ}14'40''$  East, 118.95 feet) to an iron rod; thence South  $40^{\circ}49'03''$  East, 542.15 feet to an iron rod and point of curve right of a 79.64 Foot radius curve; thence along the arc of said curve right through a central angle of  $58^{\circ}56'03''$ , 81.92 feet (chord bears South  $11^{\circ}21'02''$  East, 78.36 feet) to an iron rod; thence South  $18^{\circ}07'$  West, 60.60 feet to an iron rod and point of curve right of a 178.99 Foot radius curve; thence along the arc of said curve right through a central angle of  $25^{\circ}11'40''$ , 78.71 feet (chord bears South  $30^{\circ}42'50''$  West, 78.07 feet) to an iron rod; thence South  $43^{\circ}18'40''$  West, 75.71 feet to an iron rod and point of curve left of a 132.80 Foot radius curve; thence along the arc of said curve left through a central angle of  $21^{\circ}19'20''$ , 49.42 feet (chord bears South  $32^{\circ}39'$  West, 49.14 feet) to an iron rod; thence South  $21^{\circ}59'20''$  West, 135.00 feet to an iron rod and point of curve left of a 30.00 Foot radius curve; thence along the arc of said curve left through a central angle of  $90^{\circ}00'00''$ , 47.12 feet (chord bears South  $23^{\circ}00'40''$  East, 42.43 feet) to an iron rod and point of curve left of a 97.53 Foot radius curve; thence along the arc of said curve left through a central angle of  $68^{\circ}32'08''$ , 116.66 feet (chord bears North  $77^{\circ}43'16''$  East, 109.83 feet) to an iron rod; thence North  $43^{\circ}27'12''$  East, 65.66 feet to an iron rod and point of curve right of a 174.42 foot radius curve; thence along the arc of said curve right through a central angle of  $37^{\circ}57'56''$ , 115.58 feet, (chord bears North  $62^{\circ}26'10''$  East, 113.47 feet), to an iron rod; thence North  $81^{\circ}25'08''$  East, 243.85 feet to an iron rod and point of curve right of a 57.17 Foot radius curve; thence along the arc of said curve right through a central angle of  $128^{\circ}55'09''$ , 128.64 feet, (chord bears South  $34^{\circ}07'18''$  East, 103.16 feet), to an iron rod; thence South  $30^{\circ}20'17''$  East, 120.83 feet to the Southeast Corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 11; thence Southwesterly 335.67 feet, more or less, to a point which is on the North line of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 11, said point being on a line which is parallel to and 100.00 feet Westerly of the East line of said Section 11; thence Southerly along said parallel line 320.81 feet, more or less, to the South line of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 11; thence South  $89^{\circ}03'39''$  East along said South line of the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 11, 100.00 feet to the East line of said Section 11; thence Easterly parallel with the North line of the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of said Section 12, 150.00 feet; thence Northeasterly 671.7 feet, more or less, to a point on the South line of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of said Section 12, said point being 350.00 feet Easterly of the Southeast Corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 11; thence Northwesterly 495 feet, more or less, to a point on the West line of said Section 12, said point being North  $00^{\circ}57'19''$  East, 350.00 feet from the Southeast Corner of the Northeast  $\frac{1}{4}$  Northeast  $\frac{1}{4}$  of said Section 11; thence North  $00^{\circ}57'19''$  East along the East line of said Section 11, 112.42 feet to a point which is South  $00^{\circ}57'19''$  East, 820.00 feet from the Northeast Corner of said Section 11; thence North  $65^{\circ}32'29''$  East, 350.00 feet; Thence Northeasterly 350.00 feet to a point on the South line of the North, 330 feet of the Northwest  $\frac{1}{4}$  Northwest  $\frac{1}{4}$  of said Section 12; thence Westerly along said South line 400.00 feet to the East line of said Section 11; thence North  $00^{\circ}57'19''$  East, 330.00 feet to the Northeast Corner of said Section 11; thence North  $88^{\circ}22'19''$  West along

the North line of the Northeast ¼ Northeast ¼ of said Section 11, 1,004.23 feet to the True Point of Beginning.

Except that portion lying in Rickert Road, County Road #409.

SUBJECT TO and including an easement over the 60-foot wide roadway described herein.

And including an easement over the following described parcel:

BEGINNING at the Southeast Corner of the Northeast ¼ Northeast ¼ of said Section 11; Thence North 88°49'54" West along the South line of the NE Northeast ¼ Northeast ¼ of said Section 11, 34.36 Feet to the West line of the above-described roadway; Thence Southerly along a line parallel to the East line of said Section 11, 111.5 feet, more or less, to the West line of the above described parcel; thence Northeasterly along said West line 116.7 Feet, more or less, to the Point of Beginning.

**14. Tax Account No.:** R530195

**Approximate Location:** 1420 NW LOVEJOY ST, PORTLAND, OR 97209

**Minimum Bid:** \$15,000

**Legal Description:** Parking Unit P-3, MARSHALL-WELLS LOFTS CONDOMINIUMS, in the City of Portland, County of Multnomah and State of Oregon, together with the limited common elements and the undivided interest in the general common elements appurtenant thereto, as set forth in Declaration of Unit Ownership recorded October 17, 2022, as Fee No. 2002-186716.

**Exhibit B**  
**Earnest Money Agreement-Inspection Waiver**

**DATE:** \_\_\_\_\_ 2023

**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 \_\_\_\_\_ 2023, 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 \_\_\_\_\_ 2023, 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:

\_\_\_\_\_  
Michael Vaughn, Director

/s/\_\_\_\_\_

Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023

/s/\_\_\_\_\_

Dated: \_\_\_\_\_, 2023

**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:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

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 \_\_\_\_\_, 2023, by Order No \_\_\_\_\_; has caused this deed to be executed by the Chair of the County Board.

Dated the \_\_\_\_ day of \_\_\_\_\_, 2023.

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 \_\_\_\_\_2023, 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 A. Baker  
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