

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

RESOLUTION NO. 2020-011

Resolution and Public Hearing Authorizing Transfer of Tax Foreclosed Property to the City of Portland Bureau of Environmental Services.

The Multnomah County Board of Commissioners Finds:

- a. On October 17, 2019, the County acquired ownership through foreclosure of delinquent tax liens of the subject property located in Multnomah County, described below.
- b. ORS 271.330 (1) authorizes the transfer of tax foreclosed property to a governmental body by a political subdivision provided the property is used for public purposes; the conveyance is subject to a reversionary interest retained by the grantor to ensure the property is used for a purpose consistent with the grant.
- c. The City of Portland Bureau of Environmental Services ("City") has requested, under ORS 271.330, the transfer of certain tax foreclosed property ("Property") which is more particularly described in the attached Earnest Money Agreement ("Agreement") between City and Multnomah County, attached and identified as Exhibit 1. It is in the County's interest to waive the reversionary interest as allowed under ORS 271.330 (5).
- d. The County's Tax Title Program published notice of this February 13, 2020, Public Hearing to consider the proposed transfer of the Property as required under ORS 271.330 (5).
- e. The public interest is best served by the County conveying the Property to the City and by waiving the reversionary interest.

The Multnomah County Board of Commissioners Resolves:

1. The Property is transferred to the City as requested for public purposes and the County waives its right to a reversionary interest.
2. The Chair is authorized is authorized to execute all documents necessary to complete the sale of the Property, including a deed of conveyance, that is in substantial conformance with the attached Agreement.

ADOPTED this 13th day of February, 2020



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Deborah Kafoury

Deborah Kafoury, Chair

REVIEWED:

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

By *Carlos Rasch*
Carlos Rasch, Assistant County Attorney

SUBMITTED BY: Marissa Madrigal, Director, Dept. of County Management

EXHIBIT 1
EARNEST MONEY AGREEMENT (“Agreement”)

IT IS AGREED:

The City of Portland (“Purchaser”), a municipal corporation of the State of Oregon, hereby tenders a bank draft in the amount of \$25,350.00 (“Earnest Money Deposit”) to Multnomah County (“Seller”), a political subdivision of the State of Oregon, evidencing its good faith intent to purchase the following referenced real property (“the Property”) from Seller, located at 4436 SW Taylors Ferry Road, Portland Oregon (Tax Lot 1000, 1S1E29CB, R330728) and more particularly described in Exhibit A.

1. Purchaser agrees to pay Seller Twenty-five thousand three hundred fifty dollars (\$25,350.00) (“Purchase Price”) to purchase the Property. Closing is subject to approval of the sale by the Multnomah County Board of County Commissioners (“Approval”). If Approval is not received, the Earnest Money Deposit is refundable in full, notwithstanding any other provision of the Agreement.
2. Purchaser has, at its expense, engaged consultants, surveyors, and engineers of Purchaser’s choosing to conduct a Phase I Environmental Assessment of the Property.
3. Property Sold “AS IS, WHERE IS.” Buyer agrees that it has accepted and executed this Agreement on the basis of its Phase I Environmental Assessment of the Property; Seller 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. 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 against Seller 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.
4. If Purchaser provides written notice (e-mail to: tax.title@multco.us) to Seller that Purchaser will not purchase the Property by 1:00 pm March 2, 2020 (“Contingency Deadline”), then Purchaser may, at its option and upon written notice to Seller, terminate this Agreement, in which case the Earnest Money Deposit shall be entirely refunded to Purchaser. (Exhibit B, “Invoice”) If the Buyer does not provide written notice by the Contingency Deadline, then the Earnest Money Deposit is non-refundable, but, fully applicable to the Purchase Price, except if Approval is not received Seller will not undertake any solicitations or agreements to sell or otherwise convey the property until after the Closing Date.
5. Closing will occur at a time of Buyer’s choosing upon full payment of the Purchase Price after the Contingency Deadline and Approval, but, not later than April 15, 2020, 1:00 pm PDT (“Closing Date”). Property will be free of any personal property, debris, and, vehicles. Purchaser will pay Seller the Purchase Price less the Earnest Money Deposit per the Invoice and Seller will provide Purchaser a Bargain and Sale Deed to the Property which shall be executed for acceptance

6. 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.

City of Portland

Multnomah County

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION:

R330728

A tract of land situated in the Southeast quarter of Section 29, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a 5/8 inch iron rod in the Southerly line of S.W. Taylors Ferry Road, which iron rod bears South 0° 46' East, 30.00 feet from the West one-quarter corner of Section 29, Township 1 South, Range 1 East of the Willamette Meridian. From said place of beginning, thence continuing South 0° 46' 12" East, 217.94 feet (Record South 1° 09' East, 218.04 feet) to a 5/8 inch iron rod; thence East 192.85 feet (Record 193.01 feet, more or less) to a 5/8 inch iron rod at the Southwest corner of that certain tract deeded to Loren R. Harris, et al and described in Book 1320, Page 132, Deed Records; thence North 0° 44' 01" West, 216.64 feet (Record North 218.00 feet, more or less) along the Westerly line of said Harris tract to a 5/8 inch iron rod in the Southerly right of way line of said S.W. Taylors Ferry Road; thence North 89° 36' 56" West (Record West) along said Southerly right of way line, 60.00 feet to a 5/8 inch iron rod; thence leaving said Southerly right of way line, South 0° 46' 12" East, 120.00 feet to a 5/8 inch iron rod at designated point "A"; thence North 89° 36' 56" West, 120.00 feet to a 5/8 inch iron rod; thence North 0° 46' 12" West, 120.00 feet to a 5/8 inch iron rod in said Southerly right of way line of S.W. Taylors Ferry Road; thence North 89° 36' 56" West along said Southerly right of way line, 13.01 feet to the place of beginning.

EXCEPTING THEREFROM that portion conveyed to Ivan Skoro by deed recorded April 11, 1991 in Book 2402, Page 98.

EXHIBIT B

Multnomah County

DART/Tax Title Program
 PO Box 2716
 Portland Oregon 97208
 Phone 503-988-9824
 NOTICES: tax.title@multco.us

INVOICE

INVOICE #[2020-01]
 DATE: 1/31/2020

TO:
 City of Portland
 Bureau of Environmental Services
 1120 SW Fifth Avenue, Room 1000
 Portland, Oregon 97204
 503-823-2605

COMMENTS OR SPECIAL INSTRUCTIONS:

INVOICE FOR PURCHASE OF TAX FORECLOSED PROPERTY R330728 LOCATED AT 4436 SW TAYLORS FERRY, PORTLAND OREGON 97219. **ALL SALES ARE SUBJECT TO FINAL APPROVAL BY THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS.** RECORDING AND POSSESSION BY APRIL 15, 2020, 1:00 PM PDT.

QUANTITY	DESCRIPTION		TOTAL
Purchase Price Per Earnest Money Agreement Executed January 31, 2020 ("EMA")	Tax Title Property R330728		\$25,350.00
EMA Deposit	Credit EMA Deposit Tax Title Receipt # _____		(\$25,350.00)

Make all checks payable to "Multnomah County".

NOTICES: tax.title@multco.us

CONTACT: Mike Sublett | Tax Title Program Coordinator | Multnomah County
 Division of Assessment, Recording and Taxation | 501 SE Hawthorne Blvd., Rm.
 175, Portland, OR 97214

michael.a.sublett@multco.us | O: 503.988.9824

<https://multco.us/taxtitle>

SUBTOTAL	\$ 0
RECORDING	<i>Multnomah County Responsibility</i>
TOTAL DUE	\$0.00