

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Approving and Confirming the Sale of *
Certain Real Property Acquired by Deschutes * ORDER NO. 2021-058
County. *

WHEREAS, on August 25, 2021, the Board of County Commissioners ("Board") signed Order 2021-011, incorporated by reference herein, ordering the sale of certain County property acquired through tax foreclosure proceedings on file in the Circuit Court of the State of Oregon for Deschutes County and by other means; and

WHEREAS, on October 8, 2021, the Deschutes County Sheriff held the public auction as ordered; and

WHEREAS, the Deschutes County Sheriff received bids equal to or in excess of the minimum bids set forth in Order No. 2021-011 and the highest bid for each property being herein set forth in the Sheriff's Return, attached hereto as Exhibit "A" and by this reference incorporated herein, and

WHEREAS, it appears that the bids set forth in Exhibit "A" are the highest and best bid received at sale, and it is in the best interest of the County to accept said bids; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. That the bids set forth in Exhibit "A" of this order are hereby approved and confirmed.

Section 2. That the sale of property authorized by Order 2021-011 is hereby confirmed and closed.

Section 3. The County Property Manager shall prepare deeds and associated closing documents for either County Administrator or County Property Manager signature in accordance with Exhibit "A."

Dated this _____ of _____, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PHIL CHANG, Vice Chair

ATTEST:

Recording Secretary

PATTI ADAIR, Commissioner

**SHERIFF'S RETURN
2021 COUNTY LAND SALE
(Board Order 2021-011)**

I hereby certify that on August 25, 2021, I received the attached Board of County Commissioners Order No. 2021-011 authorizing the sale of real property described in Exhibit A of said Order.

On August 31, 2021, the Notice of Sale was delivered to the Bulletin via electronic mail, a newspaper of general circulation in the county, for publication for four weeks, to wit: September 10, 2021; September 17, 2021; September 24, 2021, and October 1, 2021.

On October 8, 2021 at 10:00 a.m., the sale was held at the Deschutes County Fairgrounds, 3800 SW Airport Way, Redmond, Oregon 97756. The total amount of all bids for the properties sold was \$1,336,000.00. We received \$347,400.00 in checks and cash due to Deschutes County Properties and Facilities. The remaining \$988,600.00 of the total amount bid is to be financed with Deschutes County Property and Facilities. See the attached final bid sheet for the total amount bid on each property.

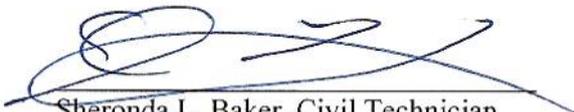
For the Sheriff's Office Certificate of Sale on each property, there was a separate statutory fee assessed in the amount of \$66.00 including the Certificate of Sale (\$56.00) and notary fee (\$10.00). There were eleven properties sold for a total of \$726.00 in fees paid directly to the Sheriff's Office. Additionally, the fees for sheriff's office civil technicians and civil deputy for preparation, conducting and closing this sale were \$1,194.79.

The attached County Land Sale Financial Results of the Sheriff's Return lists the results for sale including amount bid, amount paid, amount financed and amount due to Deschutes County Properties and Facilities.

On October 14, 2021, the affidavit of publication was recorded with the Deschutes County Clerk's Office.

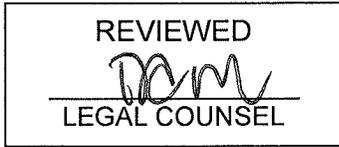
I hereby make this return to the Board of County Commissioners.

L. SHANE NELSON,
Deschutes County Sheriff


Sheronda L. Baker, Civil Technician
Date: October 18, 2021

Attachments

Copy of Board Order No. 2021-011
Copy of Final Bid Sheet
County Land Sale Financial Results



BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order for the Sale of Certain Real
Property Acquired by Deschutes County

*
*

ORDER NO. 2021-011

WHEREAS, Deschutes County has acquired title to certain real property, described in Exhibit "A," attached and incorporated by this reference, pursuant to real property tax foreclosure proceedings on file in the Circuit Court of the State of Oregon for Deschutes County and by other means, and

WHEREAS, foreclosure proceedings are completed, and tax deeds in the regular form have been executed by the Deschutes County Tax Collector and recorded in the Deed Records of Deschutes County pursuant to Oregon Revised Statute (ORS) 312.200 with respect to real properties acquired by tax foreclosure, and

WHEREAS, ORS 271.310 and 275.110 authorize the sale by the Board of County Commissioners of the real property acquired through real property tax foreclosure and other means, and

WHEREAS, the real property described in Exhibit "A," attached is not needed for County purposes and, thus, surplus, and

WHEREAS, it is in the best interests of the County to sell the real property described in Exhibit "A", and that the minimum price set forth after the description of each parcel shall be the minimum price for said sale; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDERS as follows:

Section 1. That the Deschutes County Sheriff hereby is authorized and directed, pursuant to ORS 275.120, to offer for sale the property described in Exhibit "A", attached hereto and by this reference incorporated herein, to the highest and best Bidders, for cash, cashier's check or terms, or combination thereof, as determined by the Board of County Commissioners pursuant to ORS 275.190, but not less than the minimum bid hereby fixed, plus recording fees.

Section 2. That said sale is to be made at the Deschutes County Fairgrounds, 3800 SW Airport Way, Redmond, Oregon, 97756, beginning at 10:00 a.m. on Friday, October 8, 2021, and remaining open until 2:00 p.m. to allow for Bidders to submit the appropriate purchase payment. COVID-19 precautions will be in place; check the County website for applicable procedures.

Section 3. That on the sale date, Bidders with the provisionally accepted high bid may leave the premises to obtain cash or cashier's checks but must return to the Deschutes County Fairgrounds prior to 2:00 p.m., with no Bidder admittance allowed after 2:00 p.m..

Section 4. That all sales shall be deemed conditional until such time as the Board of County Commissioners formally accepts or rejects said sale.

Section 5. That, if the Sheriff is unsuccessful in selling any real property listed in Exhibit "A" at said sale, said real property may be sold at private sale pursuant to ORS 275.200.

Section 6. That the Deschutes County Property Manager is authorized to take those actions reasonably calculated to efficiently and successfully conduct the aforementioned land sale, including deviation from or modification of sale procedures and removing properties from the sale, when, in the opinion of the Property Manager, said deviations or modifications are justified and in accordance with the applicable ORS.

Section 7. That the Deschutes County Property Manager or the County Administrator is authorized and ordered to sign the Seller's Disclosure Statements and the Sales and Purchase Agreements for the County owned property to be sold at the October 8, 2021, public auction.

Section 8. That the sample promissory note and trust deed attached as Exhibit "B" and incorporated by this reference, shall be the documents authorized for sale of the properties eligible for County financing as identified in Exhibit "A".

Dated this 25 day of August, 2021

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON



ANTHONY DEBONE, Chair



PHIL CHANG, Vice Chair

ATTEST: 

Recording Secretary



PATTI ADAIR, Commissioner

EXHIBIT "A"

NOTICE OF SALE

By virtue of **Order No. 2021-011** adopted by the Board of County Commissioners of Deschutes County, Oregon, on August 25, 2021, authorizing the sale of real property under ORS 271.310 and 275.110, notice is hereby given that, **on October 8, 2021, at 10:00 a.m.** at the Deschutes County Fairgrounds, located at 3800 SW Airport Way, Redmond 97756, Oregon, the Sheriff or his designee shall proceed to sell, at public auction to the highest and best bidder, for cash, cashier's check or terms, or combination thereof, the right and title to and interest for Deschutes County in the real property listed below:

Parcel ID	2021-01
Assessor Account	118340
Assessor Market Value	\$48,820
Map and Taxlot	171221DC00400
Acres	0.52
Zoning	Light Industrial (IL)
Property Address	62810 BOYD ACRES RD, BEND, OR 97701
Minimum Bid	\$45,280
Comments	Unimproved triangle shaped property located adjacent to Pilot Butte Canal. No utilities currently available to property. Legal access is unconfirmed. Contact City of Bend Community Development Department with inquires and questions related to allowed uses and development.

Parcel ID	2021-02
Assessor Account	115601
Assessor Market Value	\$75,500
Map and Taxlot	201012AC02700
Acres	0.58
Zoning	Rural Residential (RR10)
Property Address	17097 COVINA RD, BEND, OR 97707
Minimum Bid	\$42,000
Comments	Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. (BLKS 18-25) Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the AS and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to uses and development.

Parcel ID	2021-03
Assessor Account	115873
Assessor Market Value	\$75,500
Map and Taxlot	201012C005500
Acres	0.50
Zoning	Rural Residential (RR10)
Property Address	16925 FONTANA RD, BEND, OR 97707
Minimum Bid	\$53,600

EXHIBIT "A"

Comments Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. Unit 4 Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area - development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the AS and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID	2021-04
Assessor Account	116115
Assessor Market Value	\$75,500
Map and Taxlot	201012D004600
Acres	0.50
Zoning	Rural Residential (RR)
Property Address	17075 FONTANA RD, BEND, OR 97707
Minimum Bid	\$53,600
Comments	Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. Unit 4 Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area - development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the AS and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID	2021-05
Assessor Account	116205
Assessor Market Value	\$75,500
Map and Taxlot	201012D014100
Acres	0.67
Zoning	Rural Residential (RR)
Property Address	17196 INDIO RD, BEND, OR 97707
Minimum Bid	\$48,000
Comments	Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. Unit 4 Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area - development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the AS and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

EXHIBIT "A"

Parcel ID 2021-06
Assessor Account 116606
Assessor Market Value \$75,500
Map and Taxlot 201013C009300
Acres 0.49
Zoning Rural Residential (RR10)
Property Address 16967 UPLAND RD, BEND, OR 97707
Minimum Bid \$53,600
Comments Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. Unit 9 Part 2 Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the LM and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID 2021-07
Assessor Account 116600
Assessor Market Value \$94,500
Map and Taxlot 201013C010000
Acres 0.87
Zoning Rural Residential (RR10)
Property Address 16905 UPLAND RD, BEND, OR 97707
Minimum Bid \$36,000
Comments Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. Unit 9 Part 2 Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the WA overlay zone may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID 2021-08
Assessor Account 116640
Assessor Market Value \$64,000
Map and Taxlot 201013C014900
Acres 1.12
Zoning Rural Residential (RR10)
Property Address 56031 SAVAGE DR, BEND, OR 97707
Minimum Bid \$60,000
Comments Unimproved property; legal lot of record. Located in Sun Dance Phase I Plat. Wildland fire fuel treatment required as a condition of purchase. High ground water area -development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the WA overlay zone may be applicable. Contact Deschutes County Community Development

EXHIBIT "A"

Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID	2021-09
Assessor Account	117115
Assessor Market Value	\$75,500
Map and Taxlot	201107C007700
Acres	0.48
Zoning	Rural Residential (RR10)
Property Address	17216 JACINTO RD, BEND, OR 97707
Minimum Bid	\$24,000
Comments	Unimproved property; legal lot of record. Located in Deschutes River Recreation Homesites Inc. (C) Plat. High ground water area - development may not be permitted due to restriction on installing an onsite sanitary sewer system. Further restrictions resulting from the AS and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID	2021-10
Assessor Account	114156
Assessor Market Value	\$75,630
Map and Taxlot	211035C002800
Acres	1.02
Zoning	Rural Residential (RR10)
Property Address	52525 RIVER PINE RD, LA PINE, OR 97739
Minimum Bid	\$55,000
Comments	Includes small outbuildings; legal lot of record. Located in Ahern Acres Plat. Further restrictions resulting from the WA overlay zone may be applicable. Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development.

Parcel ID	2021-11
Assessor Account	144183
Assessor Market Value	\$696,115
Map and Taxlot	220901A003100
Acres	1.40
Zoning	Rural Residential (RR10)
Property Address	14717 NORTH SUGAR PINE WAY, LA PINE, OR 97739
Minimum Bid	\$297,600
Comments	Located in Ponderosa Pines Plat. Includes a 3,563 square foot unfinished lodge-style building and an adjacent 3,072 square foot out-building constructed in approximately 2004. Multiple code violations; buyer will be required to remedy as outlined in the memorandum from Deschutes County Code Endorsement dated March 29, 2021. Further restrictions resulting from the WA overlay

EXHIBIT "A"

zone may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with inquires and questions related to allowed uses and development and Code Enforcement for questions related to the requirements outlined in the March 29, 2021 memorandum.

Parcel ID	2021-12
Assessor Account	143581
Assessor Market Value	\$18,480
Map and Taxlot	2221170001600
Acres	11.48
Zoning	Exclusive Farm Use – Horse Ridge Subzone
Property Address	**NO SITUS ADDRESS** Brothers, OR 97712
Minimum Bid	\$9,200
Comments	Unimproved property. Further restrictions resulting from the SGHA-Core Zone and the LM and WA overlay zones may be applicable. Contact Deschutes County Community Development Planning Division and Environmental Soils Division with questions related to allowed uses and development.

1) All prospective Bidders shall register prior to or on the day of the sale. Registrations on the day of sale must be completed and received, as noted below, prior to start of the auction. The registration form is available at www.deschutes.org. Registration shall be submitted by one of the following options:

a) Email to Kristie.Bollinger@deschutes.org b) Fax to 541-317-3168, c) Mail to Deschutes County Property Management; P.O. Box 6005; Bend, OR 97708-6005, d) or in person between October 4, 2021 through October 7, 2021, during the hours of 9:00 a.m. and 12:00 p.m. at 14 NW Kearney Avenue in Bend, Oregon. After 12:00 p.m. (NOON) on October 7, 2021 all filled out registrations should be brought in person to the auction location and have registration form completed and check-in done prior to auction start time of 10:00 a.m. Bidder must provide a completed registration form, which includes bidder's legal name, physical address, mailing address, telephone number, how to take title, and signatures. Bidders must provide an acceptable picture I.D. on the day of the auction, prior to 10:00 a.m. and prior to bidding.

2) **ALL PARCELS ARE SOLD AS IS.** Potential Bidders should thoroughly investigate all aspects of a property prior to bidding. Deschutes County has not surveyed the aforementioned real properties and makes no representation as to boundaries, encroachments or encumbrances. Deschutes County does not guarantee or warrant that any parcel is buildable, suitable for septic system, has legal access, is vacant or is usable for any particular purpose. The County shall not warrant or defend the fee simple title of real property offered for sale to be free of defects or encumbrances, but will only sell and convey such interest as the County acquired by foreclosure or other means and holds at the time of sale. Furthermore, conveyance is subject to all valid, recorded easements, road right-of-way dedications, the right of any municipal corporation to purchase such property pursuant to State law, and subject to the right of the Board of County Commissioners to reject any and all bids.

3) The highest offer for any parcel that is equal to or exceeds the minimum bid price shall be conditionally accepted as of the close of bidding for that parcel. Upon conditional acceptance of an offer at the time of the sale, the sale as to that parcel shall be deemed closed. For properties where financing is available the following terms apply: either equal payments over 10 years (120 payments) with a fixed interest rate of 4.25% -or- down payment and second/final payment in 30 days; both with a nonrefundable cash down payment of not less than 20% of the purchase price, secured by a promissory note and trust deed. Copies of the complete contract terms may be found at www.deschutes.org or a copy will be provided at \$0.25 per page upon request to the County Property Manager listed above, by October 1, 2021. On

EXHIBIT "A"

the sale date, Bidders with the provisionally accepted high bid may leave the premises to obtain cash or cashier's checks but must return to the Deschutes County Fairgrounds prior to 2:00 p.m. No admittance after 2:00 p.m. will be allowed.

4) Cash is defined as all legal U.S. currency. Cashier's checks must be payable to Deschutes County Sheriff's Office, and cashier's checks must be drawn on a financial institution that is authorized to do business under the laws of Oregon or the United States and recognized as such by Deschutes County. If any part of the purchase price is paid with a cashier's check the Purchaser (winning Bidder) will be given a receipt in lieu of a certificate of sale until verification from the financial institution that final settlement has been made on the cashier's check. Upon receiving such verification, the Purchaser will receive a Certificate of Sale. If any part of the purchase price is paid through the contract for terms, the Purchaser will be provided a Certificate of Sale that includes the terms and will be required to sign a promissory note for which a trust deed will be recorded. Regardless of method of purchase, upon receipt of Certificate of Sale, the Certificate of Sale must be recorded with the Deschutes County Clerk at the sole cost of the Purchaser.

5) SOME PROPERTY WILL BE SOLD SUBJECT TO BUYER AGREEING TO MITIGATE THE WILDFIRE FUELS.

6) SOME PROPERTY MAY BE SOLD SUBJECT TO BUYER AGREEING THAT a) SUCH PROPERTY IS UNDEVELOPABLE DUE TO THE INABILITY TO CONSTRUCT AN ON-SITE SANITARY SEWER SYSTEM, b) AND/OR THAT THE SUBJECT PROPERTY IS NOT A LEGAL LOT OF RECORD, c) AND/OR LEGAL ACCESS TO SUBJECT PROPERTY IS UNKNOWN.

7) An example of the Wildland Fire Fuel Treatment Agreement is available for review on the Deschutes County website (www.deschutes.org) and at the office of Deschutes County Property Management, 14 NW Kearney Avenue, Bend, Oregon.

8) For information on the property auction, contact Deschutes County Property Management at 541-385-1414. Additionally, Deschutes County reserves the right to remove any property from the auction list at or before the auction. The Board of County Commissioners may authorize the sale of any real property not sold at this auction to be sold by private sale pursuant to ORS 275.200.

9) Deschutes County encourages persons with disabilities to participate in all programs and activities. To request information in an alternative format, please call 541-385-1749 or 541-330-4631.

SHANE NELSON
Deschutes County Sheriff

By

_____, Civil Technician

Published in Bend Bulletin
Date of First and Successive Publications:

275.120 Sheriff's notice of sale. (1) Upon receipt of a certified copy of the order referred to in ORS 275.110, the sheriff shall publish a notice of the sale of such property in a newspaper of general circulation, printed and published in the county where the land is situated, once each week for four consecutive weeks prior to such sale.

EXHIBIT "B"

REVIEWED

LEGAL COUNSEL

NOTE

PARTIES:

Promisor: «BUYERFIRSTNAME» «BUYERMIDDLENAME» «BUYERLASTNAME»
«BuyerAddress1»
«BuyerCityStateZip»

Promisee: **DESCHUTES COUNTY**, a political subdivision of the State of Oregon
Finance Department
PO Box 6005
Bend, Oregon 97708-6005

1) FOR VALUE RECEIVED, Promisor promises to pay Promisee, at Promisee's order, the purchase price, which consists of the principal sum of this note plus the twenty percent (20%) previously paid to Promisee as a down payment, for the real property commonly known as («SitusAddress») and legally described as:

«LegalDescription»

2) in the principal sum of «AmountFinanced» with interest on the unpaid principal balance from the designated closing date or the date of closing, until paid, at the rate of Four and One Quarter percent (4.25%) per annum. Principal and interest shall be payable to Deschutes County Treasurer, Finance Department, PO Box 6005, Bend, Oregon 97708-6005, or such other place as Promisee may designate, in consecutive monthly installments of _____/100 DOLLARS (\$_____), on the 1st day of each month beginning December 1, 2021. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on November 1, 2031. Promisee acknowledges receipt of a down payment in the amount of «DownPayment».

3) If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Promisor, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of Promisee. The date specified shall not be less than thirty days (30) from the date such notice is mailed. Promisee may exercise this option to accelerate during any default by Promisor regardless of any prior forbearance.

4) Promisor shall pay to Promisee a late charge of five percent (5%) of any monthly installment not received by Promisee within ten (10) days after the installment is due. Such late charge shall be paid on demand and Promisee may add such late charge to the principal balance of the Note.

5) Promisor may prepay the principal amount outstanding in whole or in part without penalty. Promisee may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless Promisee shall otherwise agree in writing.

6) All persons liable either now or hereafter for payment of this Note severally waive

EXHIBIT "B"

presentment, demand for payment and notice of nonpayment. This Note shall be the joint and several obligation of all persons liable for payment of this Note, and shall be binding upon them and their successors and assigns.

7) Any notice to Promisor provided for in this Note shall be given by mailing such notice by certified mail addressed to Promisor at the address set forth under Promisor's name, or to such other address as Promisor may designate by notice to Promisee. Any notice to Promisee shall be given by mailing such notice by certified mail, return receipt requested, to Promisee at the address set forth under Promisee's name, or at such other address as may have been designated by notice to Promisor.

8) This obligation is secured by a real estate Trust Deed, Deschutes County Document Number _____, with power of sale, of even date herewith, and is subject to all of the terms and conditions of such Trust Deed.

9) If this Note is placed in the hands of an attorney, Promisor agrees to pay the reasonable fee and expenses of such attorney even though no suit or action is instituted or no sale of the property has been directed under the terms of the real estate Trust Deed securing this obligation. Such fees, expenses and costs may, at Promisee's option, be added to the principal balance of this Note.

10) Failure to exercise any option to declare default or accelerate the balance due hereon shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Modification of the terms of payment of this Note made at the request of any person liable thereof shall not impair such person's liability or the liability of any other person now or hereafter liable for the payment hereof.

11) In the event that a building permit or a manufactured home placement permit is issued on the premises identified in the Trust Deed, this Note immediately becomes due and payable.

12) Promisor acknowledges that based upon Promisor's own inspection and investigation, Promisor is satisfied that the premises identified in the Trust Deed do not now contain any amounts of hazardous, toxic, radioactive or other substances for which a property owner or operator may be liable under state or federal environmental pollution or health and safety laws.

13) Accordingly, Promisor agrees that, as between Promisee and Promisor, Promisor will assume responsibility and liability and shall indemnify Promisee for any release or discharge of hazardous, toxic, radioactive or other dangerous substances regulated under state or federal pollution control laws found hereafter on, in or about the premises identified in the Trust Deed.

NOTICE TO THE PROMISOR

DO NOT SIGN THIS NOTE BEFORE YOU READ IT. THIS NOTE AUTHORIZES THE PROMISEE TO REFUSE TO ACCEPT PARTIAL PREPAYMENTS WHICH ARE NOT TENDERED ON THE DATE MONTHLY INSTALLMENTS ARE DUE AND WHICH ARE NOT IN THE AMOUNT OF THAT PART OF ONE OR MORE INSTALLMENTS WHICH WOULD BE APPLICABLE TO PRINCIPAL. CAUTION: READ BEFORE SIGNING.

EXHIBIT "B"

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.

PROMISOR:

_____ Date: _____

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was signed before me on _____, 2021,

By _____

My Commission Expires:
Notary Public for Oregon

BC

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



TRUST DEED

Exhibit B
Trust Deed example (2 pages)

Grantor's Name and Address

Trustee's Name and Address

Beneficiary's Name and Address

After recording, return to (Name and Address):

SPACE RESERVED FOR RECORDER'S USE

THIS TRUST DEED, made on _____, between _____,

_____ as Grantor, _____ as Trustee, and _____ as Beneficiary,

WITNESSETH: That Grantor irrevocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in _____ County, Oregon, described as follows (legal description of property):

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of _____

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on _____

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property, or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then, at the beneficiary's option*, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than \$ _____ written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof. For such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described. All such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee and attorney fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses and attorney fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby. Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon beneficiary's request.

(CONTINUED)

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this State, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.505.

*WARNING: 12 USC 1701j-3 regulates and may prohibit exercise of this option.

**The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

Exhibit B
Trust Deed example (2 pages)



9. At any time, and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event, the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.752 to 86.815.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.778 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with trustee and attorney fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of: (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the grantor, or to any successor in interest entitled to such surplus.

16. Beneficiary may, from time to time, appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):*

- (a) primarily for grantor's personal, family or household purposes (see Important Notice below).
- (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, grantor has executed this instrument the date stated above; any signature on behalf of a business or other entity is made with the authority of that entity.

***IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act is not required, disregard this notice.

STATE OF OREGON, County of _____) ss.
 This record was acknowledged before me on _____
 by _____
 This record was acknowledged before me on _____
 by _____
 as _____
 of _____

Notary Public for Oregon
 My commission expires _____

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: _____ Trustee
 The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same. Mail the reconveyance and documents to _____

DATED _____
 Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both should be delivered to the trustee for cancellation before reconveyance is made.
 _____ Beneficiary



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: Wednesday, August 25, 2021

SUBJECT: Consideration of Board Signature for Auction Order No. 2021-011, the Deschutes County Surplus Property Auction

RECOMMENDED MOTION:

Move approval of Board signature of Order No. 2021-001, for the Deschutes County Surplus Property Auction.

BACKGROUND AND POLICY IMPLICATIONS:

The attached list of 12 County-owned properties with corresponding maps are proposed for inclusion in the 2021 Deschutes County Surplus Property Auction scheduled for Friday, October 8, 2021 at the Deschutes County Fairgrounds.

Property Management staff has worked with County Counsel, the Community Development Department – including Planning, Environmental Soils and Code Enforcement, County Surveyor, County Engineer, County Forester, Finance Department, Tax Office, Assessor's Office, and the Sheriff's Office to evaluate the list of initial properties and prepare documents associated with the sale.

In order to establish the property values, Property Management engages the services of an experienced licensed real estate broker. The broker provides a 'Broker Opinion of Value' for each property and these values are typically reduced to 80% to establish the minimum bids for the purpose of the auction –these amounts are noted as the minimum bids on the attached document. If all properties sell at the established minimum bid, the proceeds of the sale would be \$777,880.

Most properties sold at auction sell above the minimum bid – thus generating additional sale proceeds. If not all properties sell at auction, those properties that do not sell may be available for purchase on a first come first served basis as provided by ORS. Generally speaking, most properties sell at auction.

Standard operating procedure and as done in the past, Deschutes County will offer financing for properties sold for \$20,000 or more at an interest rate of 4.25% amortized

over a 10-year term. Properties that sell for less than \$20,000 are required to be paid in full the day of the auction by cash/cashier's check. Parcels may be removed from the auction list at any time.

BUDGET IMPACTS:

If the properties sell at the established minimum bid, the proceeds of the sale will be \$777,880. Properties that do not sell at auction will be available for sale on a first come first served basis at the minimum bid price, or possibly a lower amount as authorized by ORS. As provided by ORS 275, the sale's proceeds reimburse post-foreclosure direct management and carrying costs associated with foreclosed properties with the remaining proceeds distributed to the applicable taxing districts.

ATTENDANCE:

Kristie Bollinger, Property Manager

Josh Clawson

JRC
Spotter's initials or name

Head Spotter - officia

PARCEL ID	HIGH BID	BIDDER NUMBER
2021-01	REMOVED	REMOVED
2021-02	74,000	121
2021-03	74,000	525
2021-04	77,000	508
2021-05	82,000	125
2021-06	74,000	520
2021-07	70,000	504
2021-08	124,000	519
2021-09	83,000	122
2021-10	169,000	519
2021-11	505,000	648
2021-12	13,000	647

After all properties have had an opening, the auctioneer will go back and re-offer those without a bid. Leave the space blank if no one bids, or write "NO BID 2x"

\$ 1,336,000

County Land Sale October 8, 2021; County Board Order 2021-011

10/15/2021

Parcel	Bidder #	Final Bid Price	Bidder/Purchaser Name	Check amount paid	Cash amount paid	Check Number(s)	Checks Cleared "Y"	Certificate Issued (Yes)	Date Certificate of Sale given/sent	Amount Financed	SHERIFF'S OFFICE COS Fee Check	SHERIFF'S OFFICE COS Fee Cash
2021-01	-	-	REMOVED	-	-	-	-	-	-	-	-	-
2021-02	121	\$74,000.00	Zachary Green	\$14,800.00		99901	Y	Yes	10/18/2021	\$59,200.00		\$66.00
2021-03	525	\$74,000.00	Teresa and Preslee Jeffers	\$19,000.00		1088408390	Y	Yes		\$55,000.00	\$66.00	
2021-04	508	\$77,000.00	Valarie Reiners	\$15,400.00		32314816	Y	Yes	10/18/2021	\$61,600.00		\$66.00
2021-05	125	\$82,000.00	Keith & Kathy Linville Family Trust	\$82,000.00		1304615747	Y	Yes	10/18/2021			\$66.00
2021-06	520	\$74,000.00	Kelco, Inc	\$14,800.00		99727	Y	Yes	10/18/2021	\$59,200.00	\$66.00	
2021-07	504	\$70,000.00	Justin Wimmer		\$14,000.00			Yes	10/8/2021	\$56,000.00		\$66.00
2021-08	519	\$124,000.00	Scott Harbick	\$24,800.00		1304615749	Y	Yes	10/18/2021	\$99,200.00	\$66.00	
2021-09	122	\$83,000.00	Jennifer F. Wengeler Living Trust	\$16,600.00		97514748	Y	Yes	10/18/2021	\$66,400.00	\$66.00	
2021-10	519	\$160,000.00	Scott Harbick	\$32,000.00		1304615748	Y	Yes	10/18/2021	\$128,000.00	\$66.00	
2021-11	648	\$505,000.00	EOS Real Estate Investments III, LLC	\$101,000.00		852201911	Y	Yes	10/18/2021	\$404,000.00	\$66.00	
2021-12	647	\$13,000.00	Monet Bossert & Charles Beith	\$13,000.00		99923	Y	Yes	10/18/2021		\$66.00	
Totals		\$1,336,000.00		\$333,400.00	\$14,000.00					\$988,600.00	\$462.00	\$264.00