



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July 3, 2024

Department: Finance

Title: Consider approving the sell back of tax accounts 343948 & 597125 to the prior property owners.

Management Update/Work Session Date: May 2, 2024 Audio/Visual aids [ ]

Time Required: 5 min Contact: John Carlson Phone: 503-373-4364

Requested Action: Approve the quitclaim deed for tax account 334948 (A Communication Site) and the Land Sale Contract for tax account 597125 (497 Hawthorne Ave NE, Salem, OR 97301).

Issue, Description & Background: Tax accounts 334948 (A Communication Site) and 597125 (497 Hawthorne Ave NE, Salem, OR 97301) foreclosed and transferred to Marion County on January 23, 2024, for the nonpayment of property taxes. Both prior property owners requested the buyback of these tax accounts for the amount of past due taxes, interest and fees. The Board of Commissioners approved the sell back of these properties to the prior owners. The quitclam deed transferring tax account 334948 to B Diamond Infra LLC and the land sale contract for account 597125 to Monte and Brandi Smith are before the Board for approval.

Financial Impacts: Selling this property will allow it to be added back to the Marion County tax roles and the county will defer all responsibility and liability to the new owner.

Impacts to Department & External Agencies: Marion County will not be responsible for any upcoming maintenance, liability or costs related to these properties.

List of attachments: Property 1 slide description, 334948 QC Deed & 597125 Contract

Presenter: John Carlson

Department Head Signature: [Handwritten Signature]

Account ID: [334948](#)

Map Tax Lot: [NA](#)

Real Market Value: \$165,900

**Situs Address:** This account is a Commsite Tower located on tax account 527589 at 560 21ST ST SE, SALEM, OR, 97301.

The Commsite tower is the only account in foreclosure.

**Buyback amount:** \$14,267.56



Grantor's Name:

**Marion County**

After recording return and send all tax statements to:

**B Diamond Infra LLC**

**Attn: Finance Department (Site ORA28)**

**120 Mountain Avenue**

**Springfield, NJ 07081**

## QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **MARION COUNTY, a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **B Diamond Infra LLC**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Marion**, State of Oregon, as described:

### Legal Description

Tax account 334948, a Communications Site, as described in Document 2024-002463 of the Marion County Real Property Deed Records, located on the Real Property described as Parcel V in Reel 3615 Page 151 of the Marion County Real Property Deed Records.

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$14,267.56**.

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

In Witness Whereof, the grantor has executed this instrument this 3rd day of July, **2024**; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER THE ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. 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.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY CONTAIN ENVIRONMENTAL HAZARDS, CONTAMINATION, AND/OR WETLANDS. SELLER ASSUMES NO RESPONSIBILITY AND IS IN NO WAY LIABLE FOR ANY CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

MARION COUNTY BOARD OF COMMISSIONERS

STATE OF OREGON )

) ss

County of Marion )

\_\_\_\_\_  
CHAIR

This instrument was acknowledged before me on

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_, 2024

\_\_\_\_\_  
COMMISSIONER

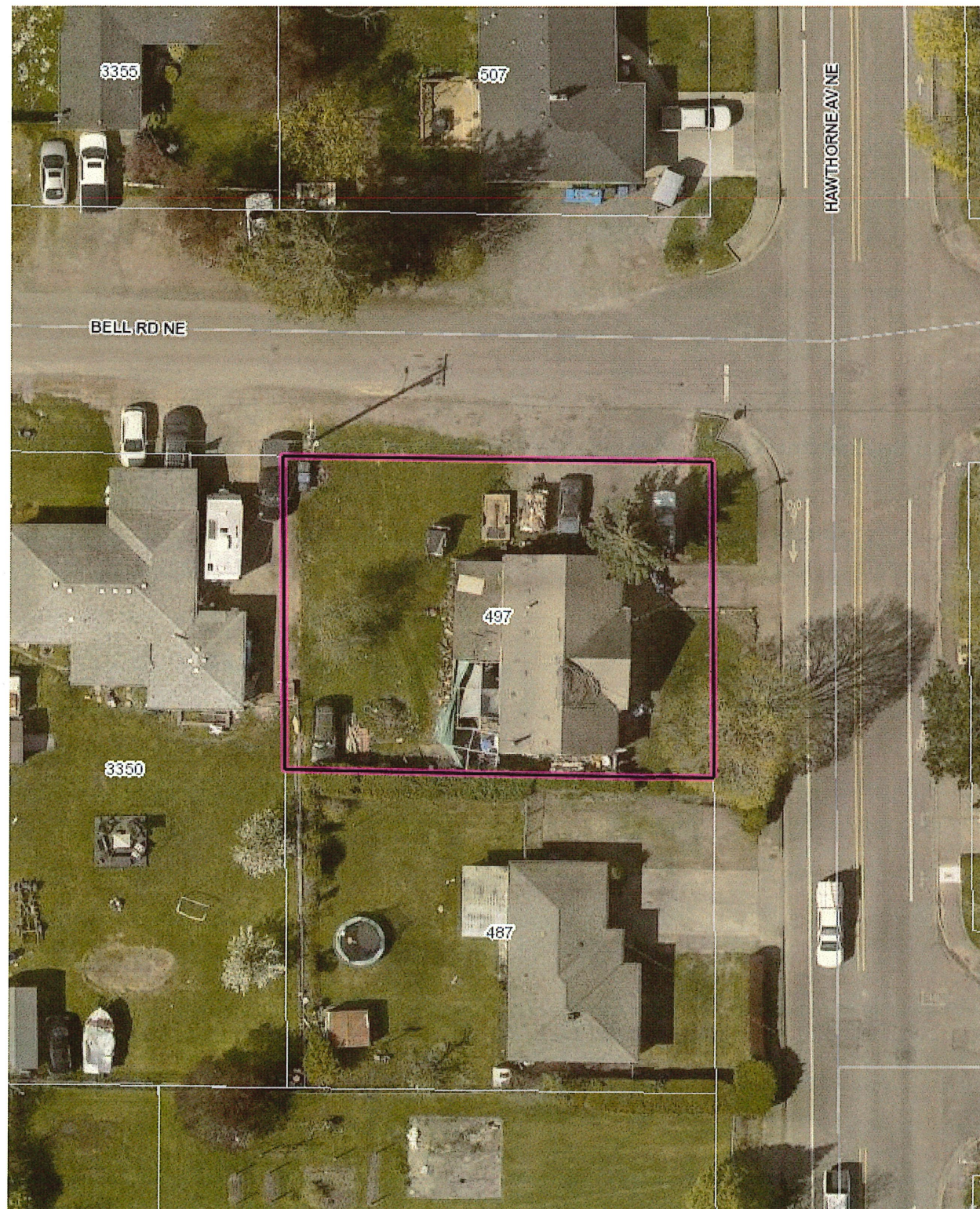
By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

as Marion County Commissioners.

\_\_\_\_\_  
Notary Public for Oregon



Account ID: [597125](#)

Map Tax Lot: [073W25AD06800](#)

Real Market Value: \$200,060

Situs Address:  
497 HAWTHORNE AVE NE  
SALEM OR 97301

Buyback amount: \$20,861.32

## CONTRACT OF SALE

**THIS AGREEMENT** is made and entered into this 3rd day of July, 2024, between **MARION COUNTY**, a political subdivision of the State of Oregon, designated the Seller, and **Monte and Brandi Smith** designated the Purchasers.

**Until a change is requested, all tax statements shall be sent to the following address:**

**After Recording Return To: Monte and Brandi Smith  
497 Hawthorne Ave NE  
Salem, OR 97301**

**Send All Legal Documents and Notifications to this Address:**

**Monte and Brandi Smith  
497 Hawthorne Ave NE  
Salem, OR 97301**

Purchaser shall promptly notify Seller if this address changes at any time during the life of this agreement.

**IN CONSIDERATION** of the covenants and agreements herein, **Seller** agrees to sell, and **Purchaser** agrees to buy, that certain parcel of land located in the County of Marion, State of Oregon, described as follows:

Tax account #597125, as described in Document 2024-002463 of the Marion County Real Property Deed Records. More accurately described as LOT 1, BLOCK 6, ZIMMERMAN HOME TRACTS, in the City of Salem, Marion County, Oregon. As recorded in Reel 2637 Page 381 of the Marion County Real Property Deed Records.

Commonly known as: 497 Hawthorne Ave NE, Salem, OR 97301

**PRICE:** Purchaser agrees to pay **\$20,861.32** for said property, **Tax Account #597125.**

- a) Purchaser has previously paid to the Seller the sum of **\$5,300.00** with cashier's check #195583.

This sum shall be applied to the purchase price.

- b) Interest on the remaining balance of **\$15,561.32** shall accrue at the rate of 11.50% per annum.

The unpaid balance of the purchase price shall be paid in **119** monthly installments of **\$220.00** each, including interest, with the first installment due by **August 5<sup>th</sup>, 2024** with subsequent installments due on the **5<sup>th</sup>** day of each month thereafter. Purchaser may repay all or any portion of the unpaid principal without penalty. Each payment shall be applied to interest to date of payment and the remainder applied to the principal.

**WAIVER:** Seller may accept from purchaser payments smaller than specified, without waiving any breach of this agreement. Nor shall Seller have waived its right to insist upon strict compliance by the Purchaser with the terms of this agreement. Seller may proceed to its remedies under this contract, and any consideration so extended to the Purchaser shall be accepted by Purchaser as a courtesy only.

**TAXES, INSURANCE, LIENS:** Purchaser shall promptly pay all taxes which may hereafter be levied against the property, and all other public charges which may now be, or hereafter become, liens on the property, before delinquency. **Purchaser shall keep the building, now upon or which may be erected upon the property, insured with standard extended coverage endorsements against fire with an insurance company satisfactory to the Seller, in an amount equal to the true cash value of said property on the Marion County tax roll. The purchaser shall add Marion County as an additional insured on the insurance policy written on a separate endorsement or blanket endorsement in policy. The certificate of insurance shall be filed with Marion County**

**Finance - Property Management.** If, at a future time, Marion County establishes a procedure requiring the payment of taxes and insurance into escrow, the purchaser shall sign an amended contract so that monthly payments for the required insurance and property taxes will be paid in addition to the monthly contractual payments and deposited into an escrow account. Any work to be completed on the property must obtain permits as required by law. In case of loss, Purchaser shall notify Seller immediately. Seller may make proof of loss if Purchaser fails to do so within 15 days of the loss. Losses, if any, shall be payable to Seller, as its interest may appear. Purchaser shall not suffer or permit the property to become subject to any liens, charges, or encumbrances of any kind, having precedence over the rights of Seller in and to the property. Purchaser shall pay in full the purchase price of the property prior to commencing any improvement to or on the property which costs \$10,000 or more.

**WASTE, ASSIGNMENT:** Purchaser shall not commit or suffer any strip or waste of or on the property. This contract shall be binding upon and inure to the benefit of the parties, their successors and assigns. Purchaser shall not assign this contract or lease or transfer the property without the written consent of Seller. Seller shall not unreasonably withhold consent. This agreement and any assignment or transfer of it shall be filed with the Marion County Clerk.

**REPRESENTATIONS:** This instrument will 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 approved uses.

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, which, in farm or

forest zones, may not authorize construction or siting a residence. 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 approved uses and existence of fire protection for structures.

The property described in this instrument may contain environmental hazards, contamination, and/or wetlands. Seller assumes no responsibility and is in no way liable for any clean-up, abatement, mitigation, remediation, or other actions in connection with these possible conditions.

**BREACH:** It shall be a breach of this agreement if Purchaser fails or refuses to perform any of its obligations under this agreement, including the timely payment of all sums to Seller when due and payable, within 20 days after Seller sends written notice by mail, postage prepaid, to Purchaser at its address stated herein, or such address as Purchaser may later designate in writing.

If Purchaser fails or refuses to cure the breach within the 20 days allowed, Seller may, by order made and entered on its records, declare the breach, declare the whole amount of principal and interest unpaid immediately due and payable, and cancel this agreement. A certified copy of the order shall be served on Purchaser as summons is served by the Sheriff, if Purchaser is found within Marion County. If Purchaser is not found within Marion County, then the order shall be served by registered mail or by certified mail with return receipt at the last known address of Purchaser. Unless Purchaser has filed an appeal from the order to the Marion County Circuit Court within 20 days after service, the order shall become absolute and the property forfeited.

**UPON FORFEITURE,** Seller shall be entitled to immediate possession of the property, without any process of law, and all payments made by Purchaser pursuant to this agreement shall



be forfeited and retained by Seller as the agreed, reasonable rent of the property. After cancellation and forfeiture, Seller may sell the property again without notice.

This remedy is prescribed by **ORS 275.190 and ORS 275.220**, and is in addition to any other lawful right or remedy of Seller on breach of this agreement by Purchaser.

**DEED:** Seller, upon receiving full payment as set forth in this agreement, shall execute and deliver to Purchaser, or to his assigns, a **QUITCLAIM DEED** conveying to Purchaser all the right, title and interest of Seller in the property.

**INDEMNIFICATION:** Purchaser shall defend, indemnify and hold Seller harmless from any claim, loss or liability arising out of Purchaser's possession or use of the property, or any condition of the property.

**INTEGRATION:** This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations, oral or written, not specified herein regarding this agreement.

**PURCHASER**

**MONTE & BRANDI SMITH**

**SELLER**

**MARION COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**CHAIR**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**COMMISSIONER**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**COMMISSIONER**

\_\_\_\_\_  
**SIGNATURE**

STATE OF OREGON            )            ss.  
County of Marion            )

\_\_\_\_\_  
**ADDRESS**

This instrument was acknowledged before  
me on this \_\_\_\_ day of \_\_\_\_\_, 2024 by

\_\_\_\_\_  
**ADDRESS**

**PHONE #** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF OREGON            )            ss.  
County of Marion            )

as Marion County Commissioners.

This instrument was acknowledged before  
me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by

By \_\_\_\_\_  
Notary Public of Oregon:

**Monte and Brandi Smith**

By \_\_\_\_\_  
Notary Public for Oregon