



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 8/19/2026

Department: Finance

Title:

Tax account 333121 - Breach of Contract

Management Update/Work Session Date: 7/14/2026

Audio/Visual aids ☐

Time Required: 5 min

Contact: John Carlson

Phone: 503-373-4364

Requested Action:

Approve Board Order declaring a breach of contract for account 333121 (252 Juneva PI SE, Salem, OR 97317).

Issue, Description
& Background:

Tax Account 333121 (252 Juneva PI SE, Salem, OR 97317) foreclosed and transferred to the County in January 2022, for the nonpayment of property taxes. In June 2022, the Board of Commissioners approved the sale of the property back to the prior owner of record and the land sale contract was signed and recorded, in Reel 4630 Page 391, on June 1, 2022.

In 2025 the contract holder passed away and after discussion with the contract holder's family, it was established that there is no desire to continue this land sale contract. Based on these circumstances, the Finance Department recommends declaring the land sale contract in breach and forfeiting the property back to Marion County, per ORS 275.220. and policy 809-A.

Financial Impacts:

This breach of contract establishes that the 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.

Impacts to Department
& External Agencies:

NA

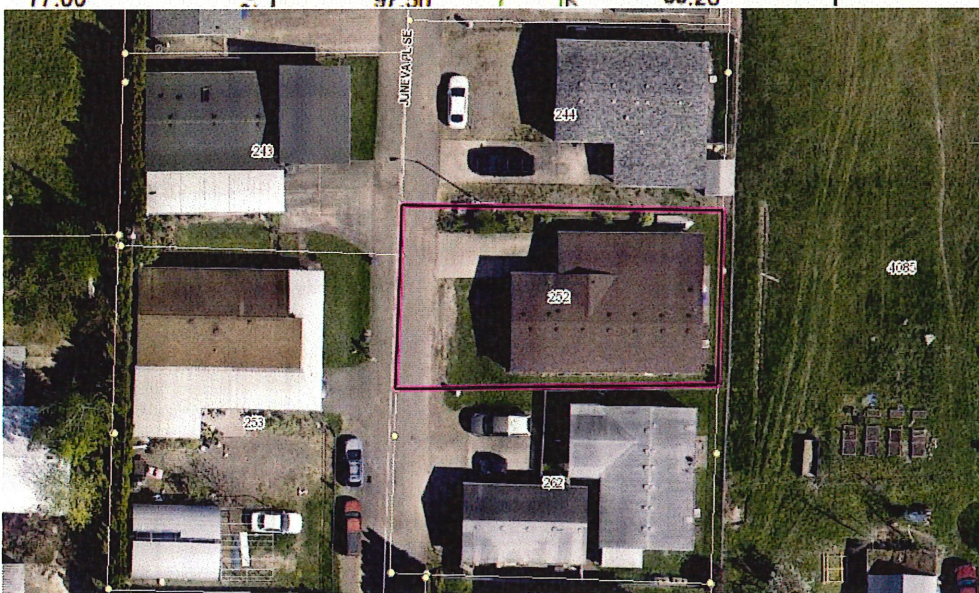
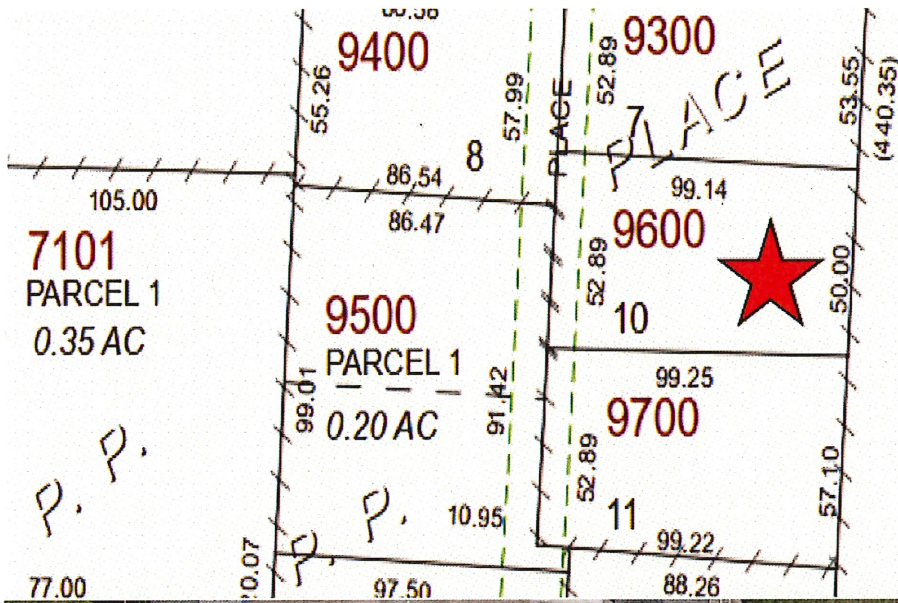
List of attachments:

Overview slide, land sale contract, and proposed Board Order

Presenter:

John Carlson

Department Head
Signature:



Tax Lot #: 072W30CD09600

Tax Account #: 333121

Minimum Bid:

Zoned: RS

Acres: .12 AC

Location:
252 Juneva Pl SE, Salem, OR
97317

CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 1st day of June, 2022, between **MARION COUNTY**, a political subdivision of the State of Oregon, designated the Seller, and **Michael Esplin** designated the Purchaser.

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

**After Recording Return To: Michael Esplin
252 Juneva PL SE
Salem, OR 97317**

RECITALS

WHEREAS, Michael and Alice Esplin were the prior owners of record of the real property described below; and

WHEREAS, Alice Esplin died on January 16, 2015 according to a death certificate issued February 3, 2015; and

WHEREAS, Marion County foreclosed on the real property described below for delinquent real property taxes in Marion County Circuit Court case no. 19CV37726. The property was deeded to Marion County on January 4, 2022, and the deed is recorded at Reel 4581, Page 319 of the Marion County Real Property Deed Records; and

WHEREAS, Marion County may sell tax foreclosed property back to the prior owner of record pursuant to ORS 275.180; and

WHEREAS, Marion County desires to sell the real property described below back to the lone surviving prior owner of record at this time; now, therefore,

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 #333121

Lot 10, JUNEVA PLACE, in the County of Marion and State of Oregon.

PRICE: Purchaser agrees to pay **\$16,190.24** for said property, **Tax Account #333121**.

- a) Purchaser has previously paid to the Seller the sum of **\$4,050.00** in a cash transaction.

This sum shall be applied to the purchase price.

- b) Interest on the remaining balance of **\$12,140.24** shall accrue at the rate of 6.25% per annum.

The unpaid balance of the purchase price shall be paid in **59** monthly installments of **\$240.00** each, including interest, with the first installment due by **July 5th, 2022** with subsequent installments due on the **5th** 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. 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.

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

MICHAEL ESPLIN

Michael Esplin
SIGNATURE

Michael Esplin
PRINT NAME

252 Juniper
ADDRESS

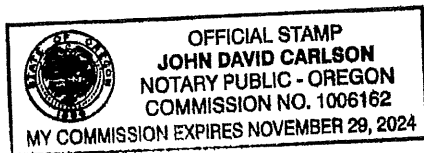
PHONE # 503-391-6281

STATE OF OREGON)
County of Marion)

This instrument was acknowledged before
me on this 8th day of June, 2022, by

Michael Esplin

By [Signature]
Notary Public for Oregon



SELLER

MARION COUNTY
BOARD OF COMMISSIONERS

[Signature]
CHAIR

[Signature]
COMMISSIONER

[Signature]
COMMISSIONER

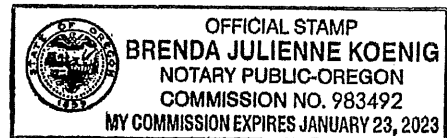
STATE OF OREGON)
County of Marion)

This instrument was acknowledged before
me on this 1st day of June, 2022 by

Danielle Bethell
Colm Willis
Kevin Cameron

as Marion County Commissioners.

By [Signature]
Notary Public of Oregon:



BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of Declaring a)
breach of a)
land sale contract.)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on August 19, 2026, to declare a breach of the land sale contract recorded in Reel 4630 Page 391 of the Marion County Real Property Records, commonly known as 252 Juneva PL SE, Salem, OR 97317.

WHEREAS, the county entered into a land sale contract with Michael Esplin for the purchase of real property located at 252 Juneva PL SE, Salem, OR 97317. This land sale contract was recorded in Reel 4630 Page 391 of the Marion County Real Property Records; and WHEREAS, it is believed that Mr. Esplin is now deceased and no known living heir(s) desire to assume the obligations of Mr. Esplin's land sale contract; and

WHEREAS, no payments in accordance with the land sale contract have been made since December, 2025; and

WHEREAS, the land sale contract includes a provision allowing the buyer to cure defects upon 20 days' notice; and

WHEREAS, it is a breach of the land sale contract to fail to pay, and fail to pay on time, all sums due and payable under the land sale contract within 20 days of written notice provided to Mr. Esplin; and

WHEREAS, the county provided Mr. Esplin written notice of the breach and no remedy to cure the breach has been received by the county within the 20-day period called for in the land sale contract; and

WHEREAS, the Marion County Board of Commissioners deems it to be in the best interest of the county to declare a breach and cancel this land sale contract in accordance with Oregon Revised Statutes 275.220 and the terms of the land sale contract recorded in Reel 4630 Page 391 of the Marion County Real Property Records; now, therefore

IT IS HEREBY ORDERED that the Marion County Board of Commissioners declares a breach of the land sale contract recorded at Reel 4630 Page 391 of the Marion County Real Property Records, and declares the whole amount of principal and interest unpaid immediately due and payable, and cancels said land sale contract.

IT IS FURTHER ORDERED that the Sheriff shall serve this order as summons is served on Mr. Esplin, Mr. Esplin's heirs, or any adult residing at this location.

IT IS FURTHER ORDERED that, unless Mr. Esplin or Mr. Esplin's heirs file an appeal of this order in the Marion County Circuit Court within 20 days after service, this order shall become absolute and the property forfeited.

IT IS FURTHER ORDERED that, upon forfeiture, the county is entitled to immediate, sole possession of the property, without any further process of law, and all payments made by Mr. Esplin shall be forfeited and retained by the county as reasonable rent. After cancellation and forfeiture, the county may sell the property without notice to Mr. Esplin's heirs.

DATED at Salem, Oregon, this _____ day of _____, 20_____.

MARION COUNTY BOARD OF COMMISSIONERS

Colm Willis, Chair

Kevin Cameron, Vice Chair

Danielle Bethell, Commissioner

Original – Clerk

cc: Finance – Foreclosed Property Coordinator