MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 7/29/2026

Department: Finance

Title: Tax account 576846 prior owner buy back contract

Management Update/Work Session Date: 6/16/2026

Audio/Visual aids ☐

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

Requested Action:

Approve land sale contract for the sale of tax account 576846 back to the prior owner of record.

Issue, Description & Background:

Tax account 576846 (3856 Cherry Ave NE, Keizer, OR 97303) foreclosed and transferred to Marion County Finance on April 1, 2026, due to nonpayment of property taxes. The prior owner of record, Roger Dinehart, submitted a written request to repurchase the property from Marion County for the total amount of taxes, interest, fees, and associated foreclosure and buyback costs. This buyback on via land sale contract request was presented to the Board of Commissioners in June, 2026 and the Board approved the sale back to the prior owner of record.

The land sale contract for the sale of this property back to the prior owner of record is before the Board of Commissioners for consideration.

Financial Impacts:

The sale of this tax account would return the property to the tax roll and mitigate liability associated with retaining this vacant land.

Impacts to Department & External Agencies:

NA

List of attachments:

Overview slide, down payment check & land sale contract.

Presenter:

John Carlson

Department Head Signature:

Jeff D White

Account ID: 576846

Map Tax Lot: 073W11BA05100

Real Market Value: $231,900

Property Class: 100 (Residential land only, 1 acre and under, inside city or urban growth boundary)

Situs Address:
3856 CHERRY AVE NE
KEIZER OR 97303

Other Information: NA

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

OnPoint
COMMUNITY CREDIT UNION

P.O. Box 3750
Portland, OR 97208
800.527.3932
onpointcu.com

DATE
05/19/2026

24-7588
3230

CASHIER'S CHECK

AMOUNT
$5,000.00

PAY Five Thousand and 00/100***

TO THE ORDER OF Marion County Finance

MEMO Buy Back Acct 576846

AUTHORIZED SIGNATURE

CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 29th day of July, 2026, between **MARION COUNTY**, a political subdivision of the State of Oregon, designated the Seller, and **Roger A. Dinehart** designated the Purchaser.

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

After Recording Return To: Roger A. Dinehart
2500 N. Williams Ave., Apt. 211
Portland, OR 97227

Send All Legal Documents and Notifications to this Address:

Roger A. Dinehart
2500 N. Williams Ave., Apt. 211
Portland, OR 97227

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 **#576846**, as described in Reel 107 Page 1651 of the Marion County Real Property Deed Records.

Commonly known as: 3856 Cherry Ave NE, Keizer, OR 97303.

PRICE: Purchaser agrees to pay **$17,546.34** for said property, **Tax Account #576846.**

a) Purchaser has previously paid to the Seller the sum of **$5,000.00** with cashier's check #7622353.

This sum shall be applied to the purchase price.

b) Interest on the remaining balance of **$12,546.34** shall accrue at the rate of 9.75**%** per annum.

The unpaid balance of the purchase price shall be paid in **59** monthly installments of **$270.00** each, including interest, with the first installment due by **September 5th, 2026** 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. 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. The purchaser is responsible for all charges, liens, assessments, or costs associated with waste cleanup, code violations, nuisance abatement, and any other required property corrections. If the grantor pays any such charges, grantor shall add the amount of the charges incurred to the principal balance remaining as of the date grantor incurred the charges, and grantor shall adjust the monthly installment to account for the new principal balance. 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.

Marion County
PO Box 14500
Salem, OR 97309

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

ROGER A. DINEHART

____
PRINT NAME

____
SIGNATURE

____
ADDRESS

____
ADDRESS

STATE OF OREGON) ss.
County of Marion)
This instrument was acknowledged before me on this_____day of ______ , 2026, by

Roger A. Dinehart

By_________________________________
Notary Public for Oregon

SELLER
MARION COUNTY
BOARD OF COMMISSIONERS

____
CHAIR

____
COMMISIONER

____
COMMISIONER

STATE OF OREGON) ss.
County of Marion)
This instrument was acknowledged before me on this_____ day of ________ , 2026 by

____

____

____

as Marion County Commissioners.

By_________________________________
Notary Public of Oregon:

Marion County
PO Box 14500
Salem, OR 97309