

49275

AGREEMENTVol. 1797 Page 38995

THIS AGREEMENT, made and entered into as of the 26<sup>th</sup> day of November, 1997, by and between KLAMATH COUNTY, a Political sub-division of the State of Oregon, hereinafter called SELLER, and Integral Youth Services, Inc., hereinafter called PURCHASER.

WITNESSETH

1. SELLER, AGREES TO SELL TO PURCHASER for the price and on the terms and conditions set forth below, that certain real property and all improvements, situated in: Klamath County, State of Oregon, described as follows:

Lot 11, Block 9, Pleasant View Tracts situated in Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, **EXCEPTING THEREFROM** the Easterly 5 feet conveyed to Klamath County for road purposes in Volume 362, Page 460, Deed Records of Klamath County, Oregon.

THIS SALE IS SUBJECT TO the following conditions to be completed by the Grantee: (1) The property will be improved with the use of vocational skills by young persons under the direction of Grantee; (2) The Grantee will sell the improved property to a person or persons that qualify for low-income housing, (3) The Grantee will reimburse the Grantor \$3,858.34 with interest at a rate of nine (9) percent per annum from the date of this agreement, and (4) The entire project is to be completed and the property sold within two (2) years. In the event the Grantee has not completed the project with the use of youth vocational skills and sold the house as low-income housing within two (2) years, then the Grantor releases all interest in the property and the seller is entitled to possession.

2. PURCHASER, agrees to pay the sum of \$3,858.34 lawful money of the United States of America, said sum to be paid in the following manner:

THE SUM OF \$3,858.34 to be paid under written agreement with the purchaser over a term not exceeding two (2) years from the date of sale, all deferred payments to bear interest from the date of sale at a rate of nine (9) percent per annum. Payments are to be made at the Klamath County Property Sales Department located at the Credit Union Center in the Public Works Department at 3735 Shasta Way, Klamath Falls, Oregon 97603 or mail payments to Klamath County Property Sales Department, 403 Pine Street, Suite 300, Klamath Falls, Oregon 97601 with a check made payable to "Klamath County Property Sales".

3. ASSESSMENTS AND LIENS: PURCHASER agrees to pay when due all assessments which are hereafter levied against the property and to keep the property free from all public municipal and statutory liens which maybe thereafter lawfully imposed upon the premises.

4. POSSESSION: PURCHASER shall be entitled to possession of the property from and after the date of this agreement.

5. MAINTENANCE AND INSURANCE: Commencing with the possession date and thereafter and at all times under this agreement, PURCHASER shall with respect to the property, do the following:

a) Keep all buildings and other improvements now existing or which shall hereafter be placed upon the property in good condition and repair;

b) Promptly comply with all the laws, ordinances, regulations, directions, rules and regulations of governmental agencies, authorities applicable to the use or occupancy of the property and in this connection, promptly make all the required repairs, alterations and additions;

c) PURCHASER shall keep all improvements then existing or which shall thereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to SELLER and PURCHASER as their respective interests may appear, and certificates evidencing the policy shall be delivered to SELLER and shall

contain a stipulation providing that coverage will not be cancelled or diminished without a minimum of ten (10) days written notice to SELLER. In the event of a loss, PURCHASER shall give immediate notice to SELLER. SELLER may make proof of loss if PURCHASER fails to do so within fifteen days of casualty.

6. INDEMNIFICATION: PURCHASER shall indemnify and defend SELLER from any claims, loss or liability arising out of or related to any activity of PURCHASER on the property or any condition of the property.

7. DEED: Upon payment of the total purchase price with interest at a rate of nine (9) percent per annum for the property as provided in this Agreement and performance by PURCHASER of all other terms, conditions and provisions of this Agreement, SELLER shall forthwith deliver to PURCHASER a good and sufficient Quitclaim Deed.

8. DEFAULT: Time is of the essence of this Agreement. A default shall occur if;

a) PURCHASER fails to improve the property through the use of vocational skills of youths under PURCHASER's direction;

b) PURCHASER will sell the improved property to a person or persons that qualify for low-income housing;

c) PURCHASER fails to make payment after it is due;

d) PURCHASER fails to perform any other obligation imposed by this agreement and does not correct or commence correction of such failure within thirty (30) days after receipt of written notice from SELLER specifying the manner in which PURCHASER is in default;

e) PURCHASER becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of PURCHASER's property or properties; PURCHASER makes an assignment for the benefit assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or PURCHASER is the subject to an involuntary petition of bankruptcy which is not dismissed within ninety (90) days. If PURCHASER consists of more than one person or entity, the occurrence of any of these events as to any one such person or entity shall constitute a default hereunder.

f) The making or suffering by PURCHASER of a fraudulent transfer under applicable federal or state law, concealment by PURCHASER of any of its property from creditors; the making or suffering by PURCHASER of a preference within the meaning of the federal bankruptcy law; or the imposition of a lien through legal proceedings or distraint upon any of the property of PURCHASER. If PURCHASER consists of more than one person or entity, the occurrence of any of these events as to any one such person or entity shall constitute a default hereunder.

9. DEFAULT REMEDIES: In the event of a default, SELLER may take any one or more of the following steps:

a) Declare the entire balance of the purchase price and interest immediately due and payable;

b) Seller shall retain all monies paid to them by Purchaser under this agreement;

c) Foreclose this agreement by suit in equity;

d) Specifically enforce the terms of this agreement by suit in equity;

e) Cancel this agreement in accordance with the procedures outlined in O.R.S. 275.220 ten (10) days after the effective date of any notice to PURCHASER.

The remedies provided above shall be non-exclusive and in addition to any other remedies provided by law.

10. REPRESENTATION AND CONDITION OF PROPERTY: PURCHASER accepts the land, buildings, improvements and all other aspects of the property in their present condition, as is, including latent defects, without any representations or warranties, expressed or implied, unless they are in writing signed by SELLER. PURCHASER agrees that he has ascertained, from sources other than SELLER, the applicable zoning, building, housing and other regulatory ordinances and laws and that he has purchased the property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the property, and SELLER has made no representations with respect thereto.



11. RESALE: It is specifically understood and agreed that this Agreement is personal between SELLER and PURCHASER and that SELLER desires to accept PURCHASER's personal responsibility and control of the real property which was a material inducement to SELLER in the execution of the Agreement. It is further understood by the parties that this is a sale of tax foreclosed property and that SELLER maybe selling the property at a price below fair market value in order to return the property back to the tax rolls. If this Agreement or the property being sold hereunder is sold, assigned or transferred by PURCHASER, voluntarily or involuntarily, without obtaining SELLER's written consent, such assignment, sale or other transfer shall be deemed to increase the risk of SELLER and the SELLER may, at his option, declare the entire unpaid balance immediately due and payable, or at SELLER's sole option, may consent to such sale, assignment or other transfer of this agreement of the property.

12. NOTICE: Any notice under this agreement shall be in writing and shall be effective when actually delivered in person or three (3) days after being deposited in the U.S. Mail, registered or certified, postage prepaid and addressed to the party at the address stated in this agreement or such other address as either party may designate by written notice to the other. After 11-26-97, any notice to PURCHASER should be to the following address:

1001 Main Street, Suite 200, Klamath Falls, Oregon 97601

13. WAIVER: Failure by SELLER at any time to require performance of any provision of this agreement shall not limit the right of SELLER to enforce the provision, nor shall any waiver by SELLER of any breach of any provision be a waiver of any succeeding breach of that provision or a waiver of that provision itself of any other provision.

14. COSTS AND ATTORNEY FEES: In the event suit or action is instituted to enforce any of the terms of this agreement, Integral Youth Services, Inc. shall be responsible for holder's attorney fees.

15. SUCCESSOR INTERESTS: This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. Consent by SELLER to one transfer shall not constitute consent to other transfers or waiver of this section.

16. NUMBER, GENDER AND CAPTIONS: As used herein, the singular shall include the plural, and the plural, the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context required. All care intended solely for convenience of reference and shall in no way limit any of the provisions of this agreement.

17. TAX STATEMENTS: All tax statements shall be sent to the address listed in Section 12 above until such time a change is required.

38998

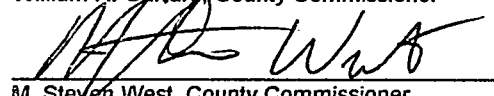
IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate as of the day and year first above written.

**SELLER:**

KLAMATH COUNTY, OREGON  
BOARD OF COUNTY COMMISSIONERS

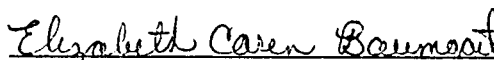
  
Al Switzer, Chairman of the Board

  
William R. Gartman, County Commissioner

  
M. Steven West, County Commissioner

**PURCHASER:**

Integral Youth Services, Inc.

  
Elizabeth Caren Baumgart, Executive Director FID #: 93-0981933

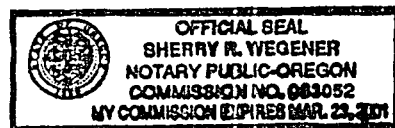
STATE OF OREGON )  
                              ) ss.  
County of KLAMATH )

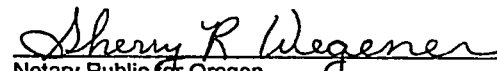
On this 20 day of November, 1997, before me personally appeared

Elizabeth Caren Baumgart whose identity is personally known to me/proved to me on the basis of satisfactory evidence and who by me duly sworn (or affirmed), did say the he/she is the Executive Director (title or office) of the Integral Youth Services, Inc. and that said document by him/her in behalf of said corporation by authority of its bylaws (or) of a Resolution of its Board of Directors, and acknowledged to me that said corporation executed the same.

(SEAL)

IN WITNESS WHEREOF, I hereto set my hand and official seal.



  
Notary Public for Oregon.  
My Commission expires March 23, 2001

STATE OF OREGON )

County of KLAMATH )

) ss.

38999

BE IT REMEMBERED, That on this 26<sup>th</sup> day of November, 1997, before me the undersigned, appeared Al Switzer, Chairman of the Board, William R. Garrard and M. Steven West the County Commissioners, respectively, to me personally known, who being duly sworn, did say that he, the said Al Switzer is duly elected, qualified and acting Chairman of the Board of County Commissioners of Klamath County, Oregon, and that they, the said William R. Garrard and M. Steven West are the duly appointed, qualified and acting Commissioners, respectively, of said County and State; and that the seal affixed to said instrument is that of said County and State and said Chairman and two Commissioners acknowledge said instrument to be the free act and deed of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.



*Nancy Lee Bodkin*  
Notary Public for Oregon.  
My Commission expires 02-08-01





PROMISSORY NOTE

\$3,858.34

DATE: November, 1997

FOR VALUE RECEIVED, we promise to pay to the order of Klamath County, a political sub-division of the State of Oregon, the sum of Three-thousand Eight-hundred Fifty-eight and 34/100 Dollars (\$3,858.34), in lawful money of the United States, with interest thereon at the rate of 9% per annum from the date of execution of the Land Sale Agreement, attached hereto as Exhibit A, payable upon Integral Youth Services, Inc.'s sale of the property (1750 Gary Street). In case suit or action is instituted to collect this note, we promise to pay such additional sum as the trial court may adjudge reasonable as attorney's fees in said suit or action, and any appellate court upon appeal of such suit or action.

This obligation is secured by a Land Sale Agreement of which Klamath County is the beneficiary, with power of sale, of even date herewith, and is subject to all of the terms and conditions of such Land Sale Agreement.

If this note is placed in the hands of an attorney for collection, we agree 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 Land Sale Agreement securing this obligation. Such fees and costs may, at the option of the holder, be added to the principal balance of this note.

Elizabeth Caren Baumgart  
Elizabeth Caren Baumgart  
Executive Director  
Integral Youth Services, Inc.  
1001 Main Street, Suite 200  
Klamath Falls, Oregon 97601



Administrative Office  
1001 Main St., Suite 200  
Klamath Falls, OR 97601  
503/ 882-2053

November 20, 1997

Board of Klamath County Commissioners  
409 Pine Street  
Klamath Falls, OR 97601

Re: Resolution for Contract signing

**PROGRAMS**

Community Point of Contact  
1001 Main St., Suite 100  
Klamath Falls, OR 97601  
503/ 885-6808

Inside Out  
1001 Main St., Suite 104  
Klamath Falls, OR 97601  
503/ 882-1834

Klamath County CASA  
1001 Main St., Suite 202  
Klamath Falls, OR 97601  
503/ 885-6017

Lake County CASA  
Lakeview, OR 97623  
503/947-3436

Work To Learn  
1001 Main St., Suite 205  
Klamath Falls, OR 97601  
503/ 883-7652

Step Up Y.I.L.P.  
115 North 10th St.  
Klamath Falls, OR 97601  
503/ 882-7675

Step Up Education  
1001 Main St., Suite 204  
Klamath Falls, OR 97601  
503/ 885-4929

Exodus House  
303 Washington St.  
Klamath Falls, OR 97601  
503/ 884-2319

House of Ruth  
431 Washington St.  
Klamath Falls, OR 97601  
503/ 882-1986

Cleanings Thrift Store  
601 E. Main St.  
Klamath Falls, OR 97601  
503/ 884-5180

Dear Commissioners,

This letter notifies you that a resolution by the Integral Youth Services Board of Directors authorized Elizabeth Caren Baumgart to do business for Integral Youth Services as directed by the Board. This includes but is not limited to negotiation of contracts and signing of contracts on behalf of Integral Youth Services.

Respectfully,

**Ronald Wegener**  
**Integral Youth Services**  
**Board Chairman**

A United Way Member Agency



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County the 28th day  
of November A.D., 19 97 at 11:19 o'clock A. M., and duly recorded in Vol. M97  
of Deeds on Page 38995.

Return: County Counsel

FEE No Fee

By Bernetha G. Letsch, County Clerk  
Rodman Ross