

FEB 8 1988

YAMHILL COUNTY
McMinnville, Oregon
OFFICIAL RECEIPT

Received of City of Newberg Date 2-3 1988

Cash	Check ☒	Amount
Recording Description		
888 Lien		1000
on Planning		
File		
Book		
TOTAL RECEIPT		1000

CHARLES STERN, County Clerk
by M. Gabriel
Deputy

Receipt #R 32495

LIEN UPON PROPERTIES IN
CRESTVIEW MANOR PLANNED UNIT DEVELOPMENT

Newberg, Oregon

The Oregon Conference of the Free Methodist Church hereinafter known as the grantor, grants to the City of Newberg, Oregon hereinafter known as the grantee, a lien upon the following lots in Crestview Manor Planned Unit Development, Newberg, Yamhill County, Oregon:

Lots 1 through 13, 15 through 22, 27 through 34, 36 through 38, 40 through 43, 47 through 50, 53 through 55, and 58 through 62.

This lien shall be for purposes of securing the construction of the 2,000 square foot community building in Crestview Manor Planned Unit Development. At the completion of said building as determined by the granting of an occupancy permit (or if occupancy permits are not granted on such buildings, a letter of completion by the City of Newberg), this lien shall be totally released on all lots upon which the lien has been placed. Such lien release shall be the responsibility of the grantee to provide in signed form to grantor at the time of completion.

In addition, it is acknowledged by the parties that grantee is signing, contemporaneously with the signing of this document, lot releases releasing each of the lots described herein from the lien provided for herein. Said lot releases are being provided to the escrow company handling the transaction in advance so that when lien conditions have been met for any one property by the payment of money into the common building fund, the lot will be released from this lien at that time with the presigned release. The above-mentioned lot releases shall be given for any particular lot at such time as a maximum of \$3,000.00 has been paid from that lot sale into escrow at Key Escrow Company in Newberg, Oregon, toward the building of the common building herein described. As an alternative, such release shall be given when 1/3 of the down payment from sale of said lot has been paid into the above-mentioned escrow account with irrevocable instruction that one-third (1/3) of the monthly payment to the grants be paid into said escrow account until a total of \$3,000.00 has been paid in from that lot. Requirements for monthly payments being paid into escrow after the down payment shall be irrevocable from grantee to the escrow company.

In addition, all sums are due and payable on or before June 30, 1989. This lien is fully forecloseable on all lots still subject to the lien if said sum is not paid on or before June 30, 1989.

Further, the prevailing party shall be entitled to an award of reasonable attorney fees as determined by the court and entitled to attorneys fees on any appeal.

At any time in which \$144,000 has been paid into the escrow account from whatever sources including, but not limited to lots, all lots shall be released and all other required payments to this escrow cease. The parties acknowledge that construction may cost less than \$144,000 to build the community center, in which case all remaining escrow monies shall be returned to the developer (Oregon Conference of the Free Methodist Church) upon completion of the common building.

OREGON CONFERENCE OF THE
FREE METHODIST CHURCH

By: Douglas L. Bartlett
Title: Chairman of the Board

By: Robert L. Stockhoff
Title: Trustees Chairman

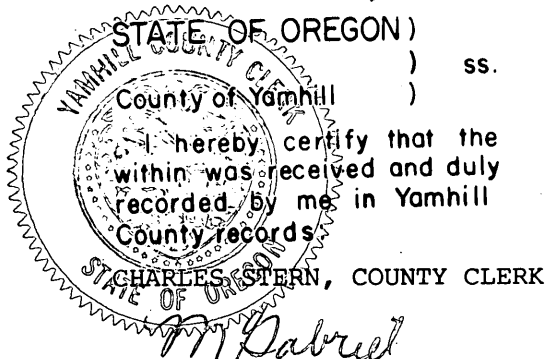
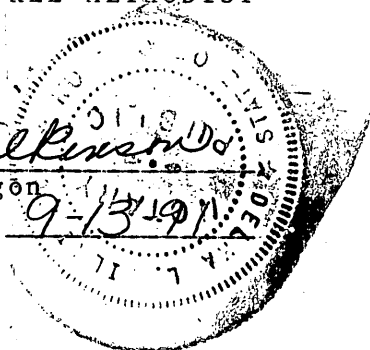
STATE OF OREGON)
)
County of Marion)

January 29 1988

Personally appeared the above named Douglas L. Bartlett and Robert L. Stockhoff, being the Chairman of the Board and Trustees of OREGON CONFERENCE OF THE FREE METHODIST CHURCH, and acknowledged the foregoing instrument to be the voluntary act and deed of OREGON CONFERENCE OF THE FREE METHODIST CHURCH by authority of its Board of Directors,

Before me:

Delma L. Kellerson
Notary Public for Oregon
My Commission Expires 9-13-91



1000
00888

(503) 538-0404

PACIFIC EMPIRE BUILDERS, INC.
REAL ESTATE INVESTMENT

CURTIS D. WALKER
PRESIDENT

1805 PORTLAND ROAD
P.O. BOX 498
NEWBERG, OREGON 97132

	\$	, 19.....
	without grace,.....promise to pay to the order of..... after date	
	and upon the death of any of them, then to the survivor of them, at	
		
	in lawful money of the United States of America, of the present standard value, with interest thereon in like lawful money at the	
	rate of..... per cent. per annum from.....	
	until paid, for value received. Interest to be paid.....	
	and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the	
	holder of this note. In case suit or action is instituted to collect this note, or any portion thereof,..... promise and agree	
	to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the Court may	
adjudge reasonable, for attorney's fees to be allowed in said suit or action.		
It is the intention of this note that the said payees do not take the title hereto as tenants in common but with the right of		
survivorship, that is, the unpaid balance of principal and interest on the death of any of them shall vest absolutely in the sur-		
vivor of them.		
.....		
.....		
.....		
.....		

FORM No. 693—NOTE (Survivorship).

AGREEMENT BETWEEN THE CITY OF NEWBERG
AND OREGON CONFERENCE OF THE FREE METHODIST CHURCH

In consideration of the City of Newberg, Oregon, changing its ordinance for the Crestview Manor Planned Unit Development to allow for a later construction and reduced size on common buildings, the Oregon Conference of the Free Methodist Church does agree as follows:

1. It will provide a lien on lots to assure construction of the common building as set out in the enclosed lien document marked Exhibit "A" and attached hereto.

2. It will provide the City of Newberg, Oregon, with monthly disbursal statements after any disbursements have been made in a month for construction of the common buildings. The monies from the escrow account shall be used only for construction of the common building and the escrow instructions that Key Title shall so provide.

3. Construction of the building shall include preparation of the site, any additional landscape, engineering, architectural or legal work pertaining thereto and the actual construction and finishing of the facility, as well as any furnishings that are anticipated be provided by the Conference, if any.

4. Failure by the Oregon Conference of the Free Methodist Church to adhere to the terms of this agreement shall be a basis for the City of Newberg to deny issuance of further building permits in Crestview Manor Planned Unit Development. As an alternative remedy the City of Newberg may seek court action for specific performance of this document. The prevailing party in any court action shall be awarded reasonable attorney's fees.

CITY OF NEWBERG

By: Elven Dell
Title: Mayor

By: Jim Watson
Title: City Recorder

OREGON CONFERENCE OF THE FREE
METHODIST CHURCH

By: Robert L. Stockhoff
Title: Chairman of the Board *Trustee Chairman*

By: Douglas L. Bortch
Title: Trustee *Chairman of the Board*

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Saw Original