

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter designated the "claimant" did, between the dates of December 18, 1973, and November 25, 1974, furnish to, and at the special instance and request of Martin Development Corporation, a California Corporation authorized to do business in the State of Oregon, hereinafter designated as the "builder", through its authorized agent W. Warren Olds, labor and materials as specifically set forth in the contract with property description attached hereto as Exhibit "A" and by this reference made a part hereof, to clear, ditch, level, border, excavate, grade, and to otherwise prepare land for irrigation, cultivation, construction or for other purposes, who also furnished materials and equipment for use in connection with such work thereon. The said contract estimated the cost for the footage of roadway to be prepared at a total of \$20,055.00 being computed at \$3.82 per lineal foot. The actual footage of roadway prepared by claimant is 5,786.69 which computed at the rate of \$3.82 per lineal foot equals the sum of \$22,105.16, builder has paid the total sum of \$15,480.79 toward the contract balance for building of roads, leaving a balance due of \$6,624.37 for the building of the roads. Claimant cleared lots as specified in the contract and was paid the sum due as specified in the contract of \$2,000.00.

Additional labor was performed and materials were furnished with the knowledge and consent, and at the request of builder through its authorized agent W. Warren Olds.

During the progress of said work, claimant, with the consent and at the request of builder through its authorized agent W. Warren Olds, performed certain extra work and furnished certain extra materials therefore, the agreed price and reasonable value as follows:

Culvert installation	\$ 825.50	
payment received		\$825.50
Additional 2 inches of cinders	2400.00	
Culvert installation (18" x 36")	210.75	

All of the labor required to be performed by claimant under the contract has been performed and all the materials thereby required to be furnished by said claimant have been furnished.

The agreed price and reasonable value of the labor performed and materials furnished under the contract is the sum of \$24,105.16, and the agreed price and reasonable value of the labor performed and materials furnished for the extra work aforesaid is the sum of \$3,436.25.

BUILDER IN ACCOUNT WITH CLAIMANT:

	\$ Dr.	\$ Cr.
5,786.69 total footage of roadway @\$3.82 per foot per contract dated December 18, 1973	\$22,105.16	
Payment by Martin Development Corporation on contract 5/13/74		\$4,397.88
Payment by Martin Development Corporation on contract 8/5/74		\$7,082.91
Payment by Martin Development Corporation on contract 10/8/74		\$4,000.00
Lot Clearing per contract dated December 18, 1973		\$ 2,000.00
Payment by Martin Development Corporation for lot clearing 7/10/74		\$2,000.00
extra work and extra material requested by authorized agent of builder		
Culvert installation	\$ 825.50	
Payment by Martin Development Corporation 8/12/74		\$ 825.50
Additional 2 inches of cinders over roadway bed	\$ 2,400.00	
Culvert installation (18" x 36")	\$ 210.75	
BALANCE DUE CLAIMANT	\$ 9,235.12	

That at the time claimant commenced to furnish said labor and materials Martin Development Corporation was the owner or reputed owner of said land and improvements thereon.

That this claimant claims a lien for the amount above stated upon the land upon which said improvements has been accomplished, together with a convient space about the same, or so much as may be required for the convenient use and occupation thereof, to be determined by the judgment of the Circuit Court at the time of the foreclosure of this lien.

That the time in which the claimant has to make and file this claim of lien on said property with the County Clerk of Klamath County in which said land is situated has not expired.

DATED this 6<sup>th</sup> day of December, 1974.

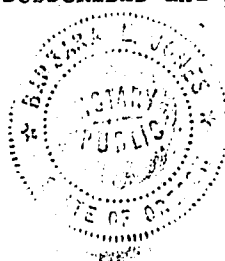
John H. Greb  
John H. Greb, Claimant

STATE OF OREGON        )  
County of Klamath    ) ss:

I, JOHN H. GREB, the claimant named in and who signed the foregoing claim and notice of intention to hold a lien, being first duly sworn, say that I know the contents of said notice of lien and have knowledge of the facts therein set forth, and that the same is in all respects true and correct and contains a true statement of claimant's demands and the amount due claimant after deducting all just credits and offsets.

John H. Greb  
John H. Greb

SUBSCRIBED and SWORN to before me this 6<sup>th</sup> day of December, 1974.



Barbara L. Jones  
Notary Public for Oregon  
My Commission expires 5/23/77

ROAD CONSTRUCTION AGREEMENT

MEMORANDUM, made this 18th day of December, 1973, of Agreement previously entered into by and between Martin Development Corporation, hereinafter referred to as MDC, and John Greb, hereinafter referred to as GREB,

W I T N E S S E T H:

WHEREAS, MDC is the owner of the real property, a description of which is attached hereto marked Exhibit A and by this reference incorporated herein, and

WHEREAS, MDC is in the process of developing the said land into a subdivision, and

WHEREAS, MDC desires that Greb construct the roads therein and clear the lots and Greb desires to construct said roads and clear the lots, and the parties desire to enter into a contract providing for the terms of the same,

NOW, THEREFORE, it is hereby agreed that:

1. Greb will construct the roads in the subdivision on the above said land at a width of 32 feet, as set forth in the map of said land and road construction designed and prepared by Dortch-Gresdel and Associates. The said construction shall be completed no later than June 1, 1974.

2. In consideration for the building of said roads, MDC shall pay Greb at the rate of \$3.82 per lineal foot, it being estimated that the total will be \$20,055.00, and the payments to Greb shall be made as follows: Upon completion of the grubbing of the roadways, MDC shall pay Greb at the rate of 76¢ per lineal foot (approximately \$3,990.00); 40% of the remaining balance upon the completion of the road bed; and the balance upon completion and acceptance of the roads. Upon completion of lot clearing, MDC shall pay Greb \$2,000.00 lump sum.

3. This contract shall inure to and bind the heirs, successors and assigns of the parties hereto.

4. In the event action or suit is brought on this contract, the prevailing party shall be entitled to his costs and reasonable attorneys fees as determined by the court or courts, including any court of appellate jurisdiction.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first herein written.

GANDONG, SISEMORE  
& ZAMSKY  
ATTORNEYS AT LAW  
536 MAIN STREET  
KLAMATH FALLS, ORE.  
97601

John Greb  
John Greb

Martin Development Corporation  
By [Signature]  
its authorized agent

Exhibit "A" pg 1

DORTCH

1905 OREGON AVENUE • KLAMATH FALLS, OREGON 97601 • PHONE (503) 882-8445

## GRESDEL and ASSOCIATES

REGISTERED LAND SURVEYORS

December 19, 1973

## PROPERTY DESCRIPTION

FOR  
GARY MARTIN

ALL of UNIT 2 ON

A parcel of land situated in Section 30, T36S, R14E, W.M., Klamath County, Oregon being more particularly described as follows:

Beginning at the northwest corner of the east half of the SW 1/4 of said Section 30; thence N89°09'53"E along the north line of said SW 1/4, 1285.73 feet; thence leaving said north line of the SW 1/4 S05°19'54"W, 352.86 feet to a 5/8 inch iron pin marking the beginning of a curve to the left; thence along the arc of a 605.99 feet radius curve to the left (delta = 05°19'54", long chord = N02°39'51"W, 56.37 feet) 56.39 feet to a 5/8 inch iron pin at the end of curve; thence SOUTH, 60.00 feet to a 5/8 inch iron pin; thence WEST, 38.00 feet to a 5/8 inch iron pin; thence SOUTH, 300.00 feet to a 5/8 inch iron pin; thence EAST, 29.50 feet to a 5/8 inch iron pin; thence S80°01'24"E, 74.27 feet to a 5/8 inch iron pin; thence S57°50'08"E, 114.59 feet to a 5/8 inch iron pin; thence S30°41'42"W, 100.71 feet to a 5/8 inch iron pin; thence S44°45'35"E, 316.53 feet to a 5/8 inch iron pin; thence N45°14'25"E, 107.50 feet to a 5/8 inch iron pin; thence S44°45'35"E, 287.00 feet to a 5/8 inch iron pin; thence S34°16'41"E, 89.37 feet to a 5/8 inch iron pin; thence S02°57'39"E, 236.00 feet to a 5/8 inch iron pin; thence S33°29'47"E, 267.42 feet to a 5/8 inch iron pin; thence S25°53'43"W, 91.78 feet to a 5/8 inch iron pin at the beginning of a curve to the right; thence along the arc of a 637.31 feet radius curve to the right (delta = 1°51'09", long chord = S63°10'42"E, 20.60 feet) 20.61 feet to a 5/8 inch iron pin at the end of curve; thence S62°15'03"E, 220.13 feet to a 5/8 inch iron pin at the beginning of a curve to the left; thence along the arc of a 71.74 feet radius curve to the left (delta = 76°21'36", long chord = N79°34'04"E, 88.68 feet) 95.60 feet to a 5/8 inch iron pin at the end of curve; thence S48°36'44"E, 60.00 feet to a 5/8 inch iron pin at the beginning of a curve to the right; thence along the arc of a 131.74 feet radius curve to the right (delta = 12°45'20", long chord = S47°45'56"W, 29.27 feet) 29.33 feet to a 5/8 inch iron pin at the end of curve; thence S35°51'24"E, 310.92 feet to a 5/8 inch iron pin; thence S41°23'16"W, 80.00 feet to a 5/8 inch iron pin; thence S61°03'28"E, 718.05 feet to a 5/8 inch iron pin on the south line of said Section 30; thence S89°38'56"W along said south

Gary Martin

2

December 19, 1973

line of Section 30, 1781.35 feet to the southwest corner of the SE 1/4 of said Section 30; thence N00°45'25"E along the west line of said SE 1/4, 1331.63 feet to the southeast corner of the north half of said SW 1/4; thence S89°24'24"W along the south line of said north half of the SW 1/4 of Section 30, 1313.82 feet to the southwest corner of the NE 1/4 of said SW 1/4; thence N00°46'46"E along the west line of said NE 1/4 SW 1/4, 1326.09 feet to the point of beginning containing 72.28 acres more or less.

EXHIBIT "A" pg 2

1st  
Robert Thomas  
930 Klamath Ave  
K Falls

STATE OF OREGON; COUNTY OF KLAMATH; ss.

ROBERT THOMAS ATTY

Filed for record at request of

this 6th day of DECEMBER A.D., 1974 at 2:10 o'clock P.M., and duly recorded in

Vol. M 74 of MECHANIC'S LIENS on Page 15574

FEE \$ 8.00

WM. D. MILNE, County Clerk

By

Hazel L. Milne Deputy