

8175

**KNOW ALL MEN BY THESE PRESENTS:** The undersigned, hereinafter called the claimant, did on September 20, 1988, enter a contract for the performance of labor, transporting or furnishing materials to be used in or renting equipment used in the construction of said improvement known as North Fork Sprague River Hydroelectric Project, FEBC PROJECT #6552; said improvement is situated upon certain land in the County of Klamath, State of Oregon, (which is the site of said improvement), described as follows:

SEE EXHIBIT "A" attached hereto.

The address of said land, if known, is (if unknown, so state) Unknown street address;  
North Fork of Sprague River in said county and state.  
The name of the owner or reputed owner of said land is HDI ASSOCIATES V.  
the name of the owner or reputed owner of said improvement is HDI ASSOCIATES V.  
the name of the person who employed claimant to furnish said labor, materials, and/or equipment, and to perform said contract is HDI ASSOCIATES V, An Oregon Limited Partnership  
the person(s) just named, at all times herein mentioned, had knowledge of the construction of said improvement.  
Claimant commenced his performance of said contract on September 20, 1988, provided and furnished all labor, materials and equipment required by said contract and actually used in the construction of said improvement and fully completed his said contract on September 8, 1989, after which he ceased to provide labor, materials or equipment for said improvement.

The following is a true statement of claimant's demand after deducting all just credits and offsets to-wit:

Contract price	\$ 20,000.00
Said price includes materials and supplies in the amount of	\$
and the reasonable rental value of equipment which is	\$
If no contract price, the reasonable value of claimant's labor, materials and equipment is:	\$
Labor	\$
Materials	\$
Equipment	\$
Recording fees	\$ 18.00
Total	\$ 20,018.00
Less all just credits and offsets	\$ -0-
Balance due claimant	\$ 20,018.00

Claimant claims a lien for the amount last stated upon the said improvement and upon the site, to-wit: the land upon which said improvement is constructed, together with the land that may be required for the convenient use and occupation of the improvement constructed on the said site, to be determined by the court at the time of the foreclosure of this lien.

For the time and place of recording to make this lien a valid claim, see question from ORS 87.033 on next page.

—OVER—

22593

In construing this instrument, the masculine pronoun means and includes the feminine and the neuter, and the singular includes the plural, as the circumstances may require.

Dated November 20, 1989

X *[Signature]* Secretary  
O. & F. CONSTRUCTION, INC.

Claimant

IDAHO

STATE OF OREGON, County of Bonneville

I, GARY HIGHAM

SECRETARY OF CLAIMANT

, being first duly sworn, depose

and say: that I am the claimant named in the foregoing instrument; that I have knowledge of the facts therein set forth; that all statements made in said instrument are true and correct as I verily believe.



Subscribed and sworn to before me this 20th day of November, 1989

X *[Signature]*  
Karen Wymnawicz  
Notary Public for Oregon, My commission expires 9-18-91  
IDAHO

ORS 87.005. "Original Contractor" means a contractor who has a contractual relationship with the owner.

The foregoing lien is created by subsection 1 of ORS 87.010. Section ORS 87.035 provides: "Every person claiming a lien created under subsection (1) or (2) of ORS 87.010 shall perfect the lien not later than 75 days after the person has ceased to provide labor, rent equipment or furnish materials or 75 days after completion of construction, whichever is earlier. Every other person claiming a lien under ORS 87.010 shall perfect the lien not later than 75 days after the completion of construction." Also that the lien claim "shall be perfected by filing a claim of lien with the recording officer of the county or counties in which the improvement, or some part thereof, is situated."

NOTICE TO THE OWNER of the land described in the foregoing copy of claim of lien:

Please be advised that the original claim of lien of which the foregoing is a true copy was filed and recorded in the office of the recording officer of \_\_\_\_\_ County, Oregon, on \_\_\_\_\_, 19\_\_\_\_.

ORS 87.039 provides:

"A person filing a claim of lien pursuant to ORS 87.035 shall mail to the owner and to the mortgagee a notice in writing that the claim has been filed. A copy of the claim of lien shall be attached to the notice. The notice shall be mailed not later than 20 days after the date of filing."

By \_\_\_\_\_ Claimant

**CLAIM OF  
CONSTRUCTION LIEN  
ORIGINAL CONTRACTOR**

(Form No. 1161)

O & F CONSTRUCTION, INC.

Lien Claimant

HDI ASSOCIATES V., an  
Oregon Limited Partner-  
ship

Lien Debtor

AFTER RECORDING RETURN TO:

Proctor & Fairclough  
280 Main Street  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDING'S USE

STATE OF OREGON,

County of \_\_\_\_\_ ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as file/instrument/microfilm reception No. \_\_\_\_\_ of the Construction Lien Book of said County. Witness my hand and seal of County affixed.

By \_\_\_\_\_ NAME \_\_\_\_\_ TIME \_\_\_\_\_ Deputy

## EXHIBIT "A"

## DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

A tract of land situate in Section 29, Township 35 South, Range 19 East, W.M., described as follows:

Beginning at a 2-inch iron pipe monument on the West line of said Section 29 which bears S. 00°41'08" E. a distance of 1984.574 feet from the Northwest corner of said Section 29;

Thence leaving said West line, N. 88°54'09" E. a distance of 2637.616 feet to a 2-inch iron pipe monument on the North-South centerline of said Section 29;

Thence S. 00°17'50" E. along said centerline a distance of 1302.286 feet to a 2-inch iron pipe monument;

Thence S. 08°47'15" W. a distance of 1317.773 feet to a 2-inch iron pipe monument;

Thence S. 00°11'39" E. a distance of 648.739 feet to a 2-inch iron pipe monument;

Thence S. 08°54'26" W. a distance of 1318.098 feet to a 2-inch iron pipe monument on the West line of said Section 29;

Thence N. 00°05'25" W. a distance of 1292.013 feet to a 2-inch iron monument on the West line of said Section 29;

Thence N. 00°41'08" W. a distance of 661.511 feet to the Point of Beginning.

TOGETHER with those easements in Sections 30 and 31 of the same Township and Range reserved to Grantor as No. 4 on Pages 9 and 10 in Exchange Deed from Weyerhaeuser Company to United States of America, dated May 6, 1987, recorded May 12, 1987, in Volume M87 page 8130 and re-recorded November 20, 1987, in Volume M87 page 21040, Deed Records of Klamath County, Oregon.

SUBJECT TO: Grantee covenants for itself, its successors and assigns, that the premises conveyed by this deed shall never be used or subdivided for residential, recreational-residential or recreational purposes. This covenant does not prohibit their use for any purpose by the workers constructing, operating or maintaining a hydroelectric power plant thereon. This covenant is intended to run with the land and to benefit Grantor's tree farm surrounding the granted premises.

MUG-26-88 FBI

12:15

0000000206 924 3253

P.04

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Proctor & Fairclo the 22nd day  
of Nov. A.D., 1989 at 12:06 o'clock PM., and duly recorded in Vol. M89  
of Construction Lien on Page 22592

FEE \$15.00

Evelyn Biehn County Clerk

By Pauline Mueselore