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R.O. Draft 4/13-1966

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Klamath Project, Oregon-California

Contract No.
14-06-200-3059A

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND
ROBERT AND PATRICIA STEWART
PROVIDING FOR PROJECT WATER SERVICE AND
PAYMENT OF CONSTRUCTION CHARGES

THIS CONTRACT, made this 20th day of September 1966,
in pursuance generally of the Act of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof or supplementary thereto, all collectively
hereinafter referred to as the Federal reclamation laws, between THE
UNITED STATES OF AMERICA, hereinafter referred to as the United States,
represented by the Secretary of the Interior or his duly authorized
representative, hereinafter referred to as the Secretary or Contracting
Officer, and Robert and Patricia Stewart

_____, hereinafter referred to as the Contractor,

WITNESSETH, That:

WHEREAS, the United States has constructed the Klamath
Irrigation Project in the States of Oregon and California and has
available for delivery therefrom a supply of water; and

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1 WHEREAS, the Contractor desires to contract with the United
2 States for a water supply for the irrigable area of the land described
3 in the amendment to his farm unit, as amended pursuant to Section 6
4 of the Act of August 13, 1953 (66 Stat. 566);

5 NOW, THEREFORE, in consideration of the mutual and dependent
6 covenants herein contained, it is hereby mutually agreed by the parties,
7 hereto as follows:

8 1. Upon the terms and conditions set forth below the United
9 States will provide irrigation water for delivery to and for beneficial
10 use upon the irrigable lands of the Contractor described as follows:

11 In Section 3, Township 40 South, Range 9 East, Willamette
12 Meridian--

13 SE $\frac{1}{4}$ NW $\frac{1}{4}$ - 34.02 irrigable acres.

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Total irrigable acres = 34.02.

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1 2. Delivery of water to the Contractor's farm unit will be made
2 through Klamath Project distribution facilities operated and maintained
3 by Klamath Irrigation District. The Contractor shall schedule all
4 water to be delivered with Klamath Irrigation District and pay all
5 assessed charges for operation and maintenance to that District or its
6 successors in interest.

7 3. In consideration of the delivery of water by the United States,
8 in accordance with the schedule of delivery submitted by the Contractor
9 to the Klamath Irrigation District and the terms and conditions of this
10 contract, the Contractor agrees to pay to the United States one thousand four
11 hundred forty-five dollars (\$1,445.85) ^{and eighty-five cents} in eighty (80) equal semiannual
12 installments, which shall be due and payable on June 30 and December 31
13 of each year, commencing on June 30 following the date of execution of
14 this contract.

15 4. The United States assumes no responsibility for and neither
16 it nor its officers, agents, or employees shall have any liability for
17 or on account of:

18 (a) The quality of water to be diverted by the Contractor;

19 (b) The control, carriage, handling, use, disposal, or
20 distribution of said water outside the facilities being operated
21 and maintained by the United States;

22 (c) Claims of damage of any nature whatsoever, including, ²⁵
23 but not limited to, property loss or damage, personal injury,

or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of said water outside of the hereinabove referred to facilities; and

(d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors in operation, drought, or unavoidable causes.

5. The Contractor shall pay a penalty on installments or charges which become delinquent computed at the rate of one-half of one percent per month on the amount of such delinquent installments or charges for each day from the date of such delinquency until paid: Provided, That no penalty shall be charged unless such delinquency continues for more than thirty days.

6. For the purpose of securing payment to the United States of the obligations described in Article 3, according to the conditions herein stated, a lien in favor of the United States in the amount of the total obligation described in Article 3, is hereby created and made a charge upon all of the said land. Upon the failure of the Contractor for two (2) or more successive years to make the payments described in Article 3 and at the times and in the manner therein described, the United States is hereby authorized to foreclose the lien hereby created and to sell said land to satisfy the obligation due the United States: Provided, however, That no water shall be

1 made available to the Contractor after any 12-month period in which
2 the Contractor may be in arrears in the payment of charges accruing
3 under this contract.

4 7. The United States reserves the right to collect for use on
5 the Klamath Project all waste and seepage water coming from the lands
6 of the Contractor. The Contractor shall have the right to discharge
7 waste and seepage water into the drainage system of the Klamath Project.

8 8. The Secretary reserves the right to make, after consultation
9 with the Contractor, such rules and regulations consistent with the
10 provisions of this contract, the laws of the United States and the
11 State of Oregon, to add to or to modify them as may be deemed proper
12 and necessary to carry out this contract, and to supply necessary
13 details of its administration which are not covered by express pro-
14 visions of this contract. The Contractor agrees to observe such rules
15 and regulations.

16 9. The Contractor agrees to submit through the Klamath Irrigation
17 District to the Contracting Officer or his authorized representative,
18 on or before December 31 of each year, a report of crop and livestock
19 production in such form as the Contracting Officer may request.

20 10. The Contractor agrees that the proper officials, agents, or
21 employees of the United States shall have the right of ingress to and
22 egress from the property as described in Article 1 above, at all proper
23 times and places as may be necessary to carry out the provisions of
24 this contract.

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1 11. The expenditure of any money or the performance of any work
2 by the United States hereunder which may require appropriation of
3 money by the Congress or the allotment of funds shall be contingent
4 upon such appropriation or allotment being made. The failure of the
5 Congress so to appropriate funds or the absence of any allotment of
6 funds shall not relieve the Contractor from any obligations then
7 accrued under this contract and no liability shall accrue to the
8 United States in case such funds are not appropriated or allotted.

9 12. No Member of or Delegate to Congress or Resident Commissioner
10 shall be admitted to any share or part of this contract or to any benefit
11 that may arise herefrom, but this restriction shall not be construed to
12 extend to this contract if made with a corporation for its general
13 benefit.

14 13. (a) Any notice authorized or required to be given to the
15 United States shall be deemed to have been given when mailed postage
16 prepaid or delivered to the Regional Director, Region 2, Bureau of
17 Reclamation, United States Department of the Interior, Post Office
18 Box 2511, Sacramento, California 95811. Any notice authorized or
19 required to be given to the Contractor shall be deemed to have been
20 given when mailed in a postage-prepaid or franked envelope, or delivered
21 to Robert and Patricia Stewart, Route 1, Box 880B,
22 Klamath Falls, Oregon.

1 (b) The designation of the addressee or the address given 9632
2 above may be changed by notice given in the same manner as provided in
3 this article for other notices.

4 (c) This article shall not preclude the effective service
5 of any such notice or announcement by other means.

6 14. It is understood and agreed that the terms of this contract
7 shall inure to the benefit of and be binding upon the successors in
8 interest and assigns of either party hereto.

9 15. (a) Where the terms of this contract provide for action to
10 be based upon the opinion or determination of either party to this con-
11 tract, whether or not stated to be conclusive, said terms shall not be
12 construed as permitting such action to be predicated upon arbitrary,
13 capricious, or unreasonable opinions or determinations.

14 (b) In the event the Contractor questions any factual deter-
15 mination made by any representative of the Secretary as required in
16 the administration of this contract, any findings as to the facts in
17 dispute thereafter made by the Secretary shall be made only after
18 consultation with the Contractor.

19 (c) Except as otherwise provided herein, the Secretary's
20 decision on all questions of fact arising under this contract shall
21 be conclusive and binding upon the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this
contract as of the day and year first hereinabove written.

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
Rita Singer
ATTORNEY
DEPARTMENT OF INTERIOR

THE UNITED STATES OF AMERICA

By *E. F. Sullivan*
Acting Regional Director, Region 2
Bureau of Reclamation

CONTRACTOR:

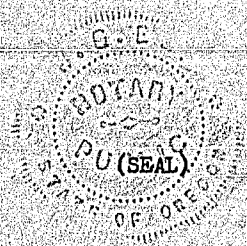
Robert Stewart
Robert Stewart

Patricia Stewart
Patricia Stewart

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first above
written.



My commission expires December 4, 1969

STATE OF OREGON; COUNTY OF KLAMATH; ss:
Filed for record at request of Bureau of Reclamation
this 29 day of Sept. 1966 at 230 o'clock P.M., and
duly recorded in Vol. 44-66, of Needs on Page 9627
DOROTHY ROGERS, County Clerk
By Jane W. Kline
New #1320