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R.O. Draft 8/26-1970

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

Contract No.  
14-06-200-5737A

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND  
DALE A. FLEMING AND JANICE M. FLEMING  
PROVIDING FOR PROJECT WATER SERVICE AND  
PAYMENT OF CONSTRUCTION CHARGES

THIS CONTRACT, made this 18 day of January, 1972,  
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 DALE A. FLEMING AND JANICE M. FLEMING, his wife

\_\_\_\_\_, 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

WHEREAS, the Contractor desires to contract with the United  
States for a water supply for the irrigable area of the land herein  
described: 30.3 acres in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  and 30.0 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ ,  
Section 25, in Township 39 South, Range 9 East, Willamette Meridian,  
containing in all 60.3 acres of irrigable land.

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- 1 All in Section 25, Township 39 South, Range 9 East, Willamette
- 2 Meridian--
- 3 SW $\frac{1}{4}$ SW $\frac{1}{4}$  - 30.3 irrigable acres
- 4 SE $\frac{1}{4}$ SW $\frac{1}{4}$  - 30.0
- 5 60.3 Total irrigable acres
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1           NOW, THEREFORE, in consideration of the covenants herein  
2 contained, it is hereby agreed as follows:

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

7           2. Delivery of water to the Contractor's irrigable lands will  
8 be made through Klamath Project distribution facilities operated  
9 and maintained by Klamath Irrigation District. The Contractor shall  
10 schedule all water to be delivered with Klamath Irrigation District  
11 and pay all assessed charges for operation and maintenance to that  
12 District or its successors in interest.

13           3. In consideration of the delivery of water by the United  
14 States, in accordance with the schedule of delivery submitted by  
15 the Contractor to the Klamath Irrigation District and the terms  
16 and conditions of this contract, the Contractor agrees to pay to the  
17 United States \$ 2,562.75 in 80 equal semiannual installments, which  
18 shall be due and payable on June 30 and December 31 of each year,  
19 commencing on June 30 following the date of execution of this  
20 contract.

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

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

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

8           (c) Claims of damage of any nature whatsoever, including,  
9 but not limited to, property loss or damage, personal injury,  
10 or death arising out of or connected with the control, carriage,  
11 handling, use, disposal, or distribution of said water outside  
12 of the hereinabove referred to facilities; and

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

17       5. The Contractor shall pay a penalty on installments or charges  
18 which become delinquent computed at the rate of 0.5% per month of the  
19 amount of such delinquent installments or charges for each day from such  
20 delinquency until paid: Provided, That no penalty shall be charged to  
21 the Contractor unless such delinquency continues for more than 30 days.

1403

1       6. For the purpose of securing payment to the United States of  
2 the obligations described in Article 3, according to the conditions  
3 herein stated, a lien in favor of the United States in the amount of  
4 the total obligation described in Article 3, is hereby created and  
5 made a charge upon all of the said land. Upon the failure of the  
6 Contractor for 2 or more successive years to make payments described  
7 in Article 3 and at the times and in the manner therein described,  
8 the United States is hereby authorized to foreclose the lien hereby  
9 created and to sell said land to satisfy the obligation due the  
10 United States: Provided, however, That no water shall be made  
11 available to the Contractor after any 12-month period in which the  
12 Contractor may be in arrears in the payment of charges accruing  
13 under this contract.

14       7. The United States reserves the right to collect for use  
15 on the Klamath Project all waste and seepage water coming from the  
16 lands of the Contractor. The Contractor shall have the right to  
17 discharge waste and seepage water into the drainage system of the  
18 Klamath Project.

19       8. (a) The Secretary reserves the right to make, after an  
20 opportunity has been offered to the Contractor for consultation,  
21 rules and regulations consistent with the provisions of this  
22 contract, the laws of the United States, and the State of Oregon,



1 to add to or to modify them as may be deemed proper and necessary  
2 to carry out this contract, and to supply necessary details of  
3 its administration which are not covered by express provisions of  
4 this contract. The Contractor agrees to observe such rules and  
5 regulations.

6 (b) Where the terms of this contract provide for action  
7 to be based upon the opinion or determination of either party to  
8 this contract, whether or not stated to be conclusive, said terms  
9 shall not be construed as permitting such action to be predicated  
10 upon arbitrary, capricious, or unreasonable opinions or determinations.  
11 The Secretary's decision on all questions of fact arising under this  
12 contract shall be made only after consultation with the Contractor  
13 and shall be conclusive upon the parties thereto.

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

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

1 11. The expenditure or advance of any money or the performance  
2 of any work by the United States hereunder which may require appropri-  
3 ation of money by the Congress or the allotment of funds shall be  
4 contingent upon such appropriation or allotment being made. The  
5 failure of the Congress to appropriate funds or the absence of any  
6 allotment of funds shall not relieve the Contractor from any  
7 obligations under this contract. 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  
11 benefit that may arise herefrom. This restriction shall not be  
12 construed to extend to this contract if made with a corporation for  
13 its general benefit.

14 13. (a) Any notice, demand, or request authorized or required  
15 by this contract shall be deemed to have been given when mailed,  
16 postage prepaid, or delivered to the Regional Director, Region 2,  
17 Bureau of Reclamation, 2800 Cottage Way, Sacramento, California 95825  
18 on behalf of the United States and to Dale A. Fleming,  
19 Rt. 2, Box 580, Klamath Falls, Oregon  
20 97601, on behalf of the Contractor. The designation of  
21 the addressee or the address may be changed by notice given in the  
22 same manner as provided in this article for other notices.



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1 14. The provisions of this contract shall apply to and bind  
2 the successors in interest and assigns of either party hereto.

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

5  
6 THE UNITED STATES OF AMERICA

7  
8 Acting By Robert Hammond  
9 Regional Director, Region 2  
Bureau of Reclamation

10  
11 CONTRACTOR:

12 Dale A. Fleming  
13 Dale A. Fleming  
14 Janice M. Fleming  
15 Janice M. Fleming  
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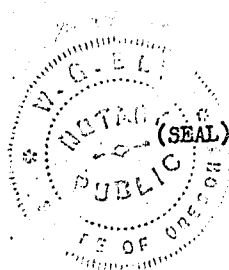
STATE OF OREGON )  
 ) ss.  
COUNTY OF KLAMATH )

On this 18 day of January, in the year 1972,  
before me, W. G. Ely, a notary public  
in and for said County and State, residing therein, duly commissioned  
and sworn, personally appeared Dale A. and Janice M. Fleming  
                                , known to me to be the person<sup>s</sup> whose name<sup>s</sup>  
<sup>are</sup> subscribed to the within instrument, and acknowledged to me that he  
executed the same.

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

Notary Public in and for the  
County of Klamath, State of Oregon

My commission expires 12-4-73



JOHN A. MARSHALL, PRESIDENT

RAY L. ROBERTS, MANAGER  
WILLIAM RAJHUS, DIRECTOR  
E. G. BORN, DIRECTOR

JOHN L. STEWART, JR., SECRETARY

DEC 17 1971

Klamath Irrigation District

# KLAMATH IRRIGATION DISTRICT

1408

HEADQUARTERS OFFICE  
6640 K. I. D. LANE - (503) 882-6661  
KLAMATH FALLS, OREGON 97601

December 7, 1971

Mr. Dale A. Fleming  
Route 2, Box 580  
Klamath Falls, Oregon - 97601

Dear Mr. Fleming:

The following Resolution was adopted at regular meeting of the Board of Directors, held on Friday, December 3, 1971:

"WHEREAS, Dale A. Fleming is now by purchase from the United States, the owner of land within the Klamath Irrigation District, and water is available for the 60.30 irrigable acres for which a water-right is desired, and

"WHEREAS, the United States is preparing an individual contract with Mr. Fleming, whereby the United States will collect original construction charges, and

"WHEREAS, water for use during the first half of the 1972 irrigation season, being through June 30, 1972, will be sold to Mr. Fleming on a rental basis at one half of the gravity Operation & Maintenance rate per acre,

"NOW, THEREFORE, BE IT RESOLVED: That 60.30 acres of the 64.60 irrigable acres in Mr. Fleming's ownership, be and are hereby placed on the Fiscal Year 1972-1973 assessment roll of the Klamath Irrigation District for Operation & Maintenance and Supplemental Construction charges."

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It was agreed that the supplemental construction charges would be prorated on assessment roll in accordance with the contracts, as follows:

Supplemental Pump	- 10 years @ 41c per acre per year
" C-Flume	- 11 " @ 46c " " "
" Drainage	- 20 " @ 42c " " "

RECEIVED

DEC 17 1971

KLAMATH FALLS, OREGON

Very truly yours,

KLAMATH IRRIGATION DISTRICT

Secretary & Office Manager

Please acknowledge by signing in space provided and return the original in the self-addressed stamped envelope enclosed.

Date: Dec 13 1971

DALE A. FLEMING

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Department of the Interior

this 8th day of February A. D., 1972 at 1:54 o'clock PM., and duly recorded in

Vol. M72 of Deeds on Page 1399

WM. D. MILNE, County Clerk

67 By