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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.
14-06-200-5735A

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND
DONALD B. LYONS AND BERTHA Q. LYONS
PROVIDING FOR PROJECT WATER SERVICE AND
PAYMENT OF CONSTRUCTION CHARGES

THIS CONTRACT, made this 3 day of February, 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 DONALD B. LYONS AND BERTHA Q. LYONS, 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 arca of the land herein described;

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All in Section 20, Township 39 South, Range 9 East, Willamette

Meridian--

SE $\frac{1}{4}$ SW $\frac{1}{4}$ - 23.4 irrigable acres

SW $\frac{1}{4}$ SE $\frac{1}{4}$ - 29.2

NW $\frac{1}{4}$ SE $\frac{1}{4}$ - 1.4

54.0 Total irrigable acres

1(a)

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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 \$2,295.00 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.

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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,

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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.

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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 Donald B. Lyons,
19 1724 Homedale Road, 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 By Robert Hammond
9 Acting Regional Director, Region 2
Bureau of Reclamation

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11 CONTRACTOR:

12 Donald B. Lyons
13 Donald B. Lyons
14 Bertha Q. Lyons
15 Bertha Q. Lyons
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STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 3 day of February, 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 Donald B. Lyons and
Bertha Q. Lyons, known to me to be the person whose names
are subscribed to the within instrument, and acknowledged to me that he
executed the same.

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

W. G. Ely
Notary Public in and for the
County of Klamath, State of Oregon

(SEAL)

My commission expires December 4, 1973

JOHN A. MARSHALL, PRESIDENT

WILLIAM RAJNUS, JR.,

MANAGER

E. G. BORN, DIRECTOR

JOHN L. BYTWAY, JR., SECRETARY

KLAMATH IRRIGATION DISTRICT

OFFICE
6640 K. (503) 882-8661
KLAMATH FALLS, OREGON 97601

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December 8, 1971

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Mr. Donald B. Lyons
1724 Homedale Road
Klamath Falls, Oregon - 97601

Dear Mr. Lyons:

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

"WHEREAS, Donald B. Lyons is now by purchase from the United States, the owner of land within the Klamath Irrigation District, and water is not available through District facilities for the 54.0 acres of which a water-right is desired, and

"WHEREAS, water is available by pumping from the No. 1 Drain at no cost to the District, and

"WHEREAS, the United States is preparing an individual contract with Mr. Lyons, 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. Lyons on a rental basis at one half of the gravity Operation & Maintenance rate per acre,

"NOW, THEREFORE, BE IT RESOLVED: That 54.0 acres of the 54.3 irrigable acres in Mr. Lyons ownership, be and are hereby placed on the Fiscal Year 1972-73 assessment roll of the Klamath Irrigation District for Operation & Maintenance and Supplemental Construction charges."

* * * * *

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 " " "

Very truly yours,

KLAMATH IRRIGATION DISTRICT

John L. Bytway, Jr.
Secretary & Office Manager

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

Date: 15 Dec 1971

Donald B. Lyons
DONALD B. LYONS

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of BUREAU OF RECLAMATION

this 24th day of FEBRUARY A. D. 1972 at 1:40 o'clock P.M., and duly recorded in

Vol. M. 72 of DEEDS on Page 1952

FEE \$20.00

WM. D. MILNE, County Clerk

By *Wm. D. Milne*