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1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 Klamath Project, Oregon-California

Contract No.
14-06-200-5738A

5 CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND
6 CLYDE M. HORSLEY AND ALMETA HORSLEY
7 PROVIDING FOR PROJECT WATER SERVICE AND
8 PAYMENT OF CONSTRUCTION CHARGES

9 THIS CONTRACT, made this 19 day of January,
10 19 72, in pursuance generally of the Act of June 17, 1902 (32 Stat. 388),
11 and acts amendatory thereof or supplementary thereto, all collectively
12 hereinafter referred to as the Federal reclamation laws, between THE
13 UNITED STATES OF AMERICA, hereinafter referred to as the United States,
14 represented by the Secretary of the Interior or his duly authorized
15 representative, hereinafter referred to as the Secretary or Contracting
16 Officer, and Clyde M. Horsley and Almeta Horsley, his wife
17 _____, hereinafter referred to as the Contractor,

18 WITNESSETH, That:

19 WHEREAS, the United States has constructed the Klamath
20 Irrigation Project in the States of Oregon and California and has
21 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;

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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: 10.0 acres in the SE¹SE¹ Section 31, Township 39 South,
7 Range 9 East, Willamette Meridian containing in all 10.0 acres of
8 irrigable land.

9 SE¹SE¹ - 10.0 total irrigable acres
10
11

12 2. Delivery of water to the Contractor's irrigable lands will
13 be made through Klamath Project distribution facilities operated and
14 maintained by Klamath Irrigation District. The Contractor shall schedule
15 all water to be delivered with Klamath Irrigation District and pay all
16 assessed charges for operation and maintenance to that District or its
17 successors in interest.
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1 3. In consideration of the delivery of water by the United States,
2 in accordance with the schedule of delivery submitted by the Contractor
3 to the Klamath Irrigation District and the terms and conditions of this
4 contract, the Contractor agrees to pay to the United States \$ 425.00
5 in 80 equal semiannual installments, which shall be due and payable on
6 June 30 and December 31 of each year, commencing on June 30 following
7 the date of execution of this contract.

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

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

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

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

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

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

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

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

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1 8. (a) The Secretary reserves the right to make, after an
2 opportunity has been offered to the Contractor for consultation, rules
3 and regulations consistent with the provisions of this contract, the
4 laws of the United States, and the State of Oregon, to add to or to
5 modify them as may be deemed proper and necessary to carry out this
6 contract, and to supply necessary details of its administration which
7 are not covered by express provisions of this contract. The Contractor
8 agrees to observe such rules and regulations.

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

17 9. The Contractor agrees to submit through the Klamath Irrigation
18 District to the Contracting Officer or his authorized representative,
19 on or before December 31 of each year, a report of crop and livestock
20 production in such form as the Contracting Officer may request.
21
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1 10. The Contractor agrees that the proper officials, agents, or
2 employees of the United States shall have the right of ingress to and
3 egress from the property as described in Article 1 above, at all proper
4 times and places as may be necessary to carry out the provisions of this
5 contract.

6 11. The expenditure or advance of any money or the performance of
7 any work by the United States hereunder which may require appropriation
8 of money by the Congress or the allotment of funds shall be contingent
9 upon such appropriation or allotment being made. The failure of the
10 Congress to appropriate funds or the absence of any allotment of funds
11 shall not relieve the Contractor from any obligations under this contract.
12 No liability shall accrue to the United States in case such funds are not
13 appropriated or allotted.

14 12. No Member of or Delegate to Congress or Resident Commissioner
15 shall be admitted to any share or part of this contract or to any
16 benefit that may arise herefrom. This restriction shall not be construed
17 to extend to this contract if made with a corporation for its general
18 benefit.

19 13. (a) Any notice, demand, or request authorized or required by
20 this contract shall be deemed to have been given when mailed, postage
21 prepaid, or delivered to the Regional Director, Region 2, Bureau of
22 Reclamation, 2800 Cottage Way, Sacramento, California 95825, on behalf

1 of the United States and to Clyde M. Horsley, Box 57 2416
2 Midland, Oregon, 97634
3 _____, on behalf of the Contractor. The designation of
4 the addressee or the address may be changed by notice given in the same
5 manner as provided in this article for other notices.

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

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

10
11 THE UNITED STATES OF AMERICA

12 By Robert Hammond
13 Acting Regional Director, Region 2
14 Bureau of Reclamation

15 CONTRACTOR:

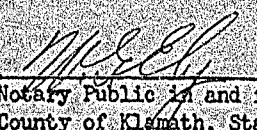
16 Clyde M. Horsley
17 Clyde M. Horsley
18 Almeta Horsley
19 Almeta Horsley
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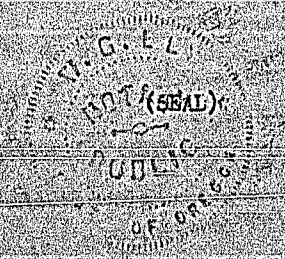
STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 19 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 Clyde M. Horsley and
Almeta Horsley, known to me to be the person^s whose names
are
is 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.


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

My commission expires December 4, 1973



JOHN A. MARSHALL, PRESIDENT

RAY L. ROBERTS, MANAGER
WILLIAM RAJNOS, DIRECTOR
F. G. BORN, DIRECTOR

JOHN L. STEWART JR., SECRETARY

KLAMATH IRRIGATION DISTRICT

HEADQUARTERS OFFICE
6640 K. I. D. LANE - (503) 882-6881
KLAMATH FALLS, OREGON 97601

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December 8, 1971

Mr. Glyde Horsley
Box 57
Midland, Oregon - 97634

Dear Mr. Horsley:

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

"WHEREAS, Glyde Horsley is now, by purchase from the United States, the owner of land within the Klamath Irrigation District, and water is available for the 10.00 acres for which a water-right is desired, and

"WHEREAS, the United States is preparing an individual contract with Mr. Horsley, whereby the United States will collect original construction charges on the said 10.0 acres, and

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

"AND, THEREFORE, BE IT RESOLVED: That the said 10.0 acres, being a portion of the SE1/4, Section 31, Township 30 S., Range 9, E.W.M., in Mr. Horsley's 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. Plums	- 11 years @ 46c per acre per year
" Drainage	- 20 years @ 42c per acre per year

Very truly yours,

KLAMATH IRRIGATION DISTRICT

John L. Stewart Jr.
Secretary & Office Manager

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

Date: 1971

CLYDE HORSLEY

CLERK OF COUNTY OF KLAMATH

Department of Registration

RECEIVED

DEC 10 1971

o'clock P. M. and duly recorded in

on page 2410

WM. D. MILNE, County Clerk

William D. Milne