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(9-66)

PERMIT FOR ERECTION AND MAINTENANCE
OF STRUCTURES

in connection with the Klamath Project, Bureau of Reclamation, constructed pursuant to the act of Congress approved June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, at a point in the 1-C-6 Drain in the W₂NE₄, Section 3, Township 39 South, Range 9 East, W.M.
upon the terms and conditions hereinafter set forth:

3. This ~~license~~ permit shall continue so long as in the opinion of the permitter it is considered to be expedient and not detrimental to the public interest, and shall be revocable by said officer upon ten days' written notice to the permittee. Upon such revocation the aforesaid structure or structures and all accessories shall be removed without delay at the expense of the Klamath County (permittee)

5. In the erection of the aforesaid structure or structures the following specifications and conditions must be complied with:

See attached page 2 for specifications and conditions (a) through (g).

6. Covenant against Contingent Fees. Licensee warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the licensee for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to require the licensee to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

2. The permittee hereby agrees to indemnify and hold harmless the United States and Klamath Irrigation District, together with their agents and employees, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the permittee's activities under this agreement.

5. (a) The attached statement marked "Exhibit A" entitled "Reclamation Land-Use Stipulation," as supplemented and amended, is by reference incorporated herein and made a part hereof.

(b) All work shall be done in a neat and workmanlike manner and to the satisfaction of the Project Manager, Bureau of Reclamation, Klamath Fall, Oregon, or his duly authorized representative.

(c) County agrees to maintain the culvert to the satisfaction of the United States and Klamath Irrigation District.

(d) If it becomes necessary to enlarge the culvert covered by this permit, the County will do so at County expense. However, the County may elect to remove the culvert rather than replace it with a larger size.

(e) Installation shall be in accordance with the attached drawing, marked "Exhibit B."

(f) The Klamath Irrigation District is to be notified when the installation is to take place.

(g) The permittee agrees to obtain and hold at all times the necessary rights from the owners of the land on which the facilities covered by this permit are located.

RECLAMATION LAND-USE STIPULATION

There is reserved to the United States, its successors or assigns, the prior right to use any of the lands herein described to construct, operate, and maintain all structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

The permittee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the permittee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty days after demand is made upon the permittee for payment of any such sums, the permittee will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities across, over, or upon said lands. As an alternative to payment, the permittee, at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

The permittee shall bear the cost to the Government of any costs occasioned by the failure of the permittee to remove or adapt its facilities within the time limits specified.

There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing and protecting the rights reserved herein.

The permittee further agrees that the United States, its officers, agents, and employees and its successors and assigns shall not be held liable for any damage to the permittee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this permit.

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7. EQUAL OPPORTUNITY CLAUSE. The following provisions as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended shall be applicable to this license.

"During the period of this permit the permittee, hereinafter referred to as the contractor, agrees as follows:

- "(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- "(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- "(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union of workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- "(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- "(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- "(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- "(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Dated at Klamath Falls, Oregon

24th day of October, 19 78



APPROVED

(Date)

By: Malcolm D. Crawford
Manager, Klamath Irrigation District

Approved

KLAMATH COUNTY, Permittee
KLAMATH COUNTY BOARD OF COMMISSIONERS:

BY:

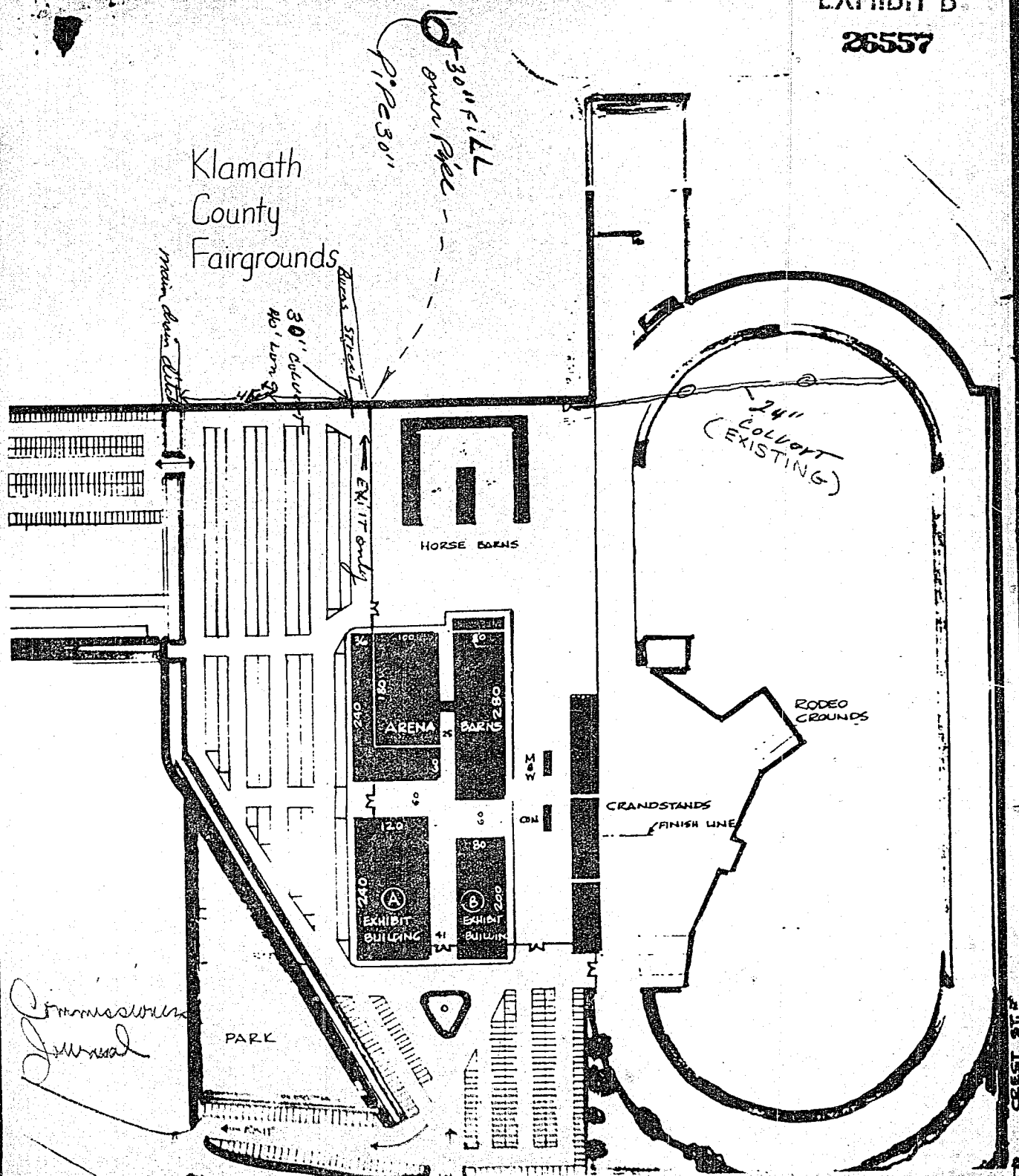
Neil Luoma County Commissioner
Harold P. Jones County Commissioner
David G. J. County Commissioner

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Raymond H. Willms
Bureau of Reclamation
Raymond H. Willms, Project Manager

EXHIBIT B

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 24th day of November A.D., 19 78 at 11:40 o'clock A M., and duly recorded in Vol. M78 of Deeds on Page 26553.

FEE None

WM. D. MILNE, County Clerk

By Bernice A. Hirsch Deputy