

55646

Vol. 1198 Page 10587

AFTER RECORDING, RETURN TO:

Mr. Mark A. Norby
Steel Rives LLP
900 SW Fifth Avenue, Suite 2300
Portland, OR 97204-1268

WITH A COPY TO:

Bureau of Reclamation
6600 Washburn Way
Klamath Falls, OR 97601

98 APR -1 P1:12

ASSIGNMENT OF CONTRACT #18r-794

DATED: March 30, 1998

ASSIGNOR: U.S. Timberlands Klamath Falls L.L.C. and U.S. Timberlands Services Company L.L.C.

ASSIGNEE: Collins Products LLC

Reference is made to that certain Contract for Waters Pursuant to the Warren Act dated February 4, 1937 (#18r-794) (the "Contract"). The Contract is attached hereto as Exhibit A. Assignee owns the real property subject to the Contract.

For valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby grants, conveys and assigns to Assignee, all of Assignor's interest under the Contract.

Assignee hereby agrees to assume, and be bound by, the conditions as set forth in the Contract.

IN WITNESS WHEREOF, the parties have executed this Assignment in duplicate as of the date and year first above written.

ASSIGNOR:

U.S. TIMBERLANDS SERVICES
COMPANY L.L.C.

By: Mark A. Norby

Title: President

ASSIGNEE:

COLLINS PRODUCTS LLC

By: Jack E. Swart

Title: Vice President

U. S. TIMBERLANDS KLAMATH FALLS
L.L.C.

By: *Allen E. Svinger*

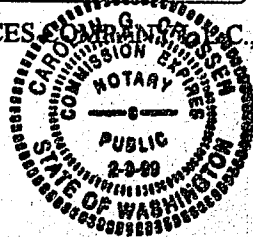
Title: President *pm*

STATE OF WASHINGTON

ss.

County of King

This instrument was acknowledged before me on MARCH 23, 1998, by
Allen E. Svinger, as President, of U. S. TIMBERLANDS
SERVICES, OWNERS GROUP, INC., a Delaware limited liability company.



Carolyn D. Cronan

Notary Public for Washington

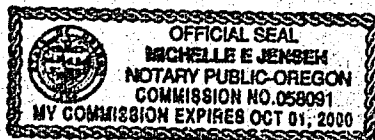
My commission expires: 2/9/99

STATE OF OREGON

ss.

County of Multnomah

This instrument was acknowledged before me on March 26, 1998, by
Jack Sivertson, as Vice President, of COLLINS
PRODUCTS LLC, an Oregon limited liability company



Michelle E. Jensen

Notary Public for Oregon

My commission expires: October 1, 2000

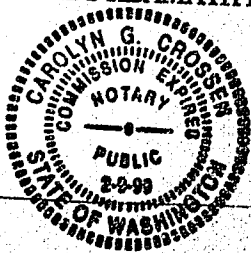
STATE OF WASHINGTON

10589

ss.

County of KING

This instrument was acknowledged before me on MARCH 23, 1998, by
ALLEN E. SYMINGTON, as PRESIDENT, of U.S.
TIMBERLANDS KLAMATH FALLS L.L.C., a Delaware limited liability company.



Carolyn G. Crosser
Notary Public for Washington

My commission expires: 2/2/99

For County use:

STATE OF OREGON; COUNTY OF KLAMATH; ss

File for record _____
this _____ day of _____, 1998, at _____ o'clock and
duly recorded in Vol. _____ of _____ on

page _____.

Fee _____

By: _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
KLAMATH PROJECT

Serial 91

18-784

CONTRACT OF H. A. TALBOT ET UX FOR WATER SUPPLY PURSUANT TO THE
WARREN ACT

THIS AGREEMENT, Made this 4th day of February, 1937, in pursuance of the Act of Congress of June 17, 1902, (32 Stat., 388) and acts amendatory thereof or supplementary thereto, and in particular Section 2 of the Act of Congress approved February 21, 1911 (36 Stat., 925) known as the Warren Act, by and between the UNITED STATES OF AMERICA, represented by the contracting officer executing this contract, and hereinafter referred to as the United States, and H. A. TALBOT and FANNIE B. TALBOT, his wife, hereinafter styled the Contractor, his heirs, administrators, executors, successors and assigns.

WITNESSETH, that -

2. WHEREAS, the Contractor proposes to irrigate Thirty (30.0) acres of land, hereinafter described, by utilizing Klamath Project water rights, available in the Klamath River for the use of said Contractor for pumping the same upon lands hereinafter described;

NOW, THEREFORE, it is agreed as follows:

3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake, for pumping and distribution to and upon the lands of the Contractor described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty Three (23), Township Thirty Nine (39) South, Range Eight (8) East, Willamette Meridian, a total of 30.0 acres, as shown on the attached blue print map marked Exhibit "A",

a sufficient quantity of water during the irrigation season of each year

hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor as herein described, and not exceeding Thirty (30.0) acres. The quantity of water sufficient for the irrigation of said Thirty (30.0) acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.

4. The Contractor will provide himself with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water to be used by the terms of this agreement and shall maintain the same at his own expense. In addition the Contractor will install and maintain at his own expense such metering equipment as in the opinion of the said Secretary, or his duly authorized agent, may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season, and shall make meter readings therefor available monthly to the Project Superintendent of the Klamath Project. And shall permit said Superintendent to have access to, and to test and read, said meter to determine the quantity of water delivered under the terms of this agreement.

5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.

6. The Contractor agrees to pay the United States for the use of said water the sum of One Hundred Eighty Dollars (\$180.00) in twenty (20) equal consecutive annual installments, the first of which shall be paid on execution of this agreement, and a like payment on the first day of December of each of

the remaining nineteen (19) years thereafter.

7. In addition to the sum agreed to be paid by the Contractor to the United States or to its successors and assigns in the control of the operation and maintenance of the Klamath Project pursuant to the terms of the preceding article, the Contractor agrees to pay the United States, or its successors and assigns, as an operation and maintenance charge his proper proportion of the cost of regulating the water level of Upper Klamath Lake, and any cost incurred by the United States, or its successors and assigns, in delivering to the Contractor any water as provided by the terms of this contract, including such amount for overhead charges as may be fixed by the said Secretary of the Interior, whose determination of such operation and maintenance costs shall be conclusive of the rights of the parties hereto. It is further agreed that such operation and maintenance costs shall not be less than five (5) cents per acre per annum upon said Thirty (30.0) acres of irrigable land, and the Contractor hereby agrees to pay \$1.50 upon the execution of this contract for the year 1937 and an operation and maintenance charge on the first day of April of each and every year hereafter commencing with the year 1938. Upon the United States notifying the Contractor (or those then claiming under him) of the relinquishment by the United States of the operation, maintenance and control of the Klamath Project, or the portion thereof on account of which operation and maintenance charges are to be paid to the United States hereunder the United States shall be relieved of all obligations to the Contractor connected with the operation and maintenance of the project and with the delivery of water to him, and the operation and maintenance charges which the Contractor has agreed in this article to pay to the United States shall thereupon be payable to the successor of the United States in charge of operation, maintenance and control, upon such succe-

nor adopting this contract and agreeing to be bound by the terms thereof. A change of project control under the preceding sentences shall not affect the obligation of the contractor under Article 6 hereof.

8. Upon any sum of money due the United States by the terms of the two articles next preceding - not paid at the date of maturity as in said articles provided - the Contractor agrees to pay in addition thereto interest thereon from such maturity date until paid at the rate of six (6) per cent per annum.

9. The irrigation season as herein designated shall extend from April 15th to September 30th of each year.

10. For the purpose of securing a satisfactory water supply therefor as provided in this contract and also for the purpose of providing power under the provisions of Article 9 of the contract of February 24, 1917, between the United States and The California Oregon Power Company, the above described lands of the Contractor are hereby designated as a part of the Klamath Project, but the United States is, as against the Contractor, to incur no expense in securing or obligation to secure a seven-mills-per-kilowatt-hour power rate for the Contractor under Article 9 of said contract of February 24, 1917, nor is the United States to be liable for any loss suffered by the Contractor should he fail to secure such seven-mill rate.

11. No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or agreement, or to any benefits to arise thereupon. Nothing, however, herein contained

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shall be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties have hereto signed their names the day and year first above written.

1931 11 23
UNITED STATES OF AMERICA

By E. E. Hayden
Superintendent
Bureau of Reclamation

H. A. Falbot
Contractor

Fannie B. Falbot
Contractor

Ashland Route, Klamath Falls, Oregon
(Post-office address of
Contractor)

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STATE OF OREGON }
COUNTY OF KLANATH } SS.

BE IT REMEMBERED, That on this 4th day of February, A.D.,
1937, before me, the undersigned, a Notary Public in and for the said
state and county, personally appeared the within named _____
H. A. Talbot and Fannie E. Talbot, his wife,
who are known to me to be the identical individuals described in and
who executed the within instrument, and acknowledged to me that they
executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal the day and year last above written.

E. E. Hookins
Notary Public for Oregon

My commission expires Dec. 25, 1937

(SEAL)

10596

Compared 2 1766

Indexed

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STATE OF OREGON) ss
Klamath County)

Filed for Record
by U. S. Reclamation Service

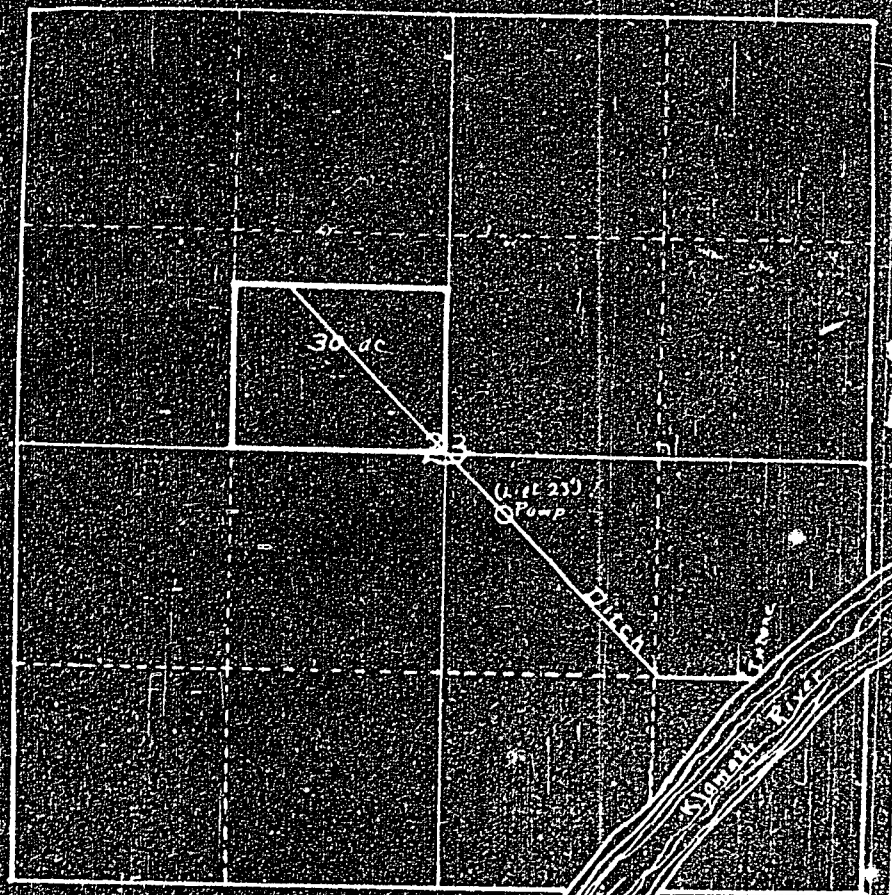
1937 FEB 20 PM 1:10

Recorded in Vol. 203
of Deeds c Page 144

Mac K. Short, County Clerk
by H. L. Robertson, Deputy

J. S. S. S.

10597



H.A. Talbot - Application

Standard Form No. 10598 (Revised)
Form approved by
Comptroller General U. S.
August 29, 1936

STATEMENT AND CERTIFICATE OF AWARD

No. **10598**
(Contract)

DEPARTMENT OF THE INTERIOR
(Department or establishment)

BUREAU OF RECLAMATION
(Bureau or office)

Date **Feb. 4**, 19**37**

Klamath Falls, Oregon
(Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 5709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to _____ dealers.
(b) And by notices posted in public places.
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (i)" or "2 (a) (ii)" depending on whether or not notices were posted.)
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with _____
5. Without advertising, it being impracticable to secure competition because of water supplied to land owners.

(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts).

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. **5** of the method of or absence of advertising and in accordance with award of contract lettered _____, as shown above; that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

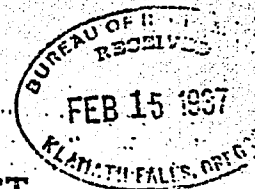
E. E. Hayden
(Signature of contracting officer)

Superintendent, Bureau of Reclamation
(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

10599



Klamath Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE. CONTRACT, and bond, if any, relating to above-named project, dated Feb. 4, 1937
symbol and number IR-794 made by E. A. Falbot and Fannie B. Falbot, his
amount involved, \$87,120.00 authority No. _____ or clearing account
purpose Purchase of permanent water right from Klamath River
Reference Contract draft approved and authority to execute given in Commissioner
letter of May 22, 1935.
Notice of execution of contract to be given Chief Engineer at Denver; Superintendent
at Klamath Falls, Oregon; District Counsel at Portland, Oregon
and _____

Place Klamath Falls, Oregon Date FEB 11 1937
1. On this date the above-described contract was executed (or) passed, and bond, if
any, approved (or) passed, by this office, and transmitted to district counsel for legal
approval.
B. E. Hayden, Project Superintendent.

Inclosures:
Original and 3 copies of this form. Statement & Cert. of Award, Orig. & 3.
Original and 4 copies of contract. Blue print, 5 copies

Place Portland, Ore. Date Feb. 13, 1937
2. On this date the above-described contract with bond, if any, was given legal
approval by this office, and transmitted to the Project (Klamath Falls) office.
B. E. STOUTMYER, District Counsel.

Inclosures:
Original and 2 copies of this form.
Original and 3 copies of contract.

Denver, Colorado, Date _____
3. On this date the above-described contract was executed, and bond, if any,
approved by this office.
_____, Chief Engineer.

Denver, Colorado, Date _____
4. On this date the above-described contract with bond, if any, was passed by this
office and transmitted to the Washington office.
_____, Chief Engineer.

Inclosures:
Original and 3 copies of this form.
Original and 4 copies of contract.

Washington, D. C., Date _____
5. On this date the above-described contract was executed, and bond, if any,
approved by _____

DIKE CLONE

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Stoel Rives LLP the 1st day
of April A.D., 19 98 at 1:12 o'clock P. M., and duly recorded in Vol. M98
of Deeds on Page 10587

FEE \$90.00

By Bernetha G. Latsch, County Clerk
Kathleen Ross