

55648

Vol 1198 Page 10615

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

ASSIGNMENT OF CONTRACT #18r-670

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 July 29, 1935 (#18r-670) (the "Contract"). The Contract is attached hereto as Exhibit A.

For valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby grants, conveys and assigns to Assignee, all of Assignor's rights and obligations under the Contract except for any rights and obligations associated with the real property described on the attached Exhibit B.

Assignee hereby agrees to assume and agrees to be bound by the conditions as set forth in the Contract, except as they relate to the real property described on the attached Exhibit B. Assignee shall act as administrator in all matters concerning the Contract with the Bureau of Reclamation.

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

ASSIGNOR:

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

ASSIGNEE:

COLLINS PRODUCTS LLC

By: Allen E. Symington
Title: President

By: Jack E. Sweet
Title: Vice President

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

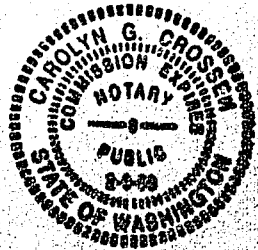
By: Allen E. Symington
Title: President

STATE OF WASHINGTON

ss.

County of King

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



Carolyn G. Crossen
Notary Public for Washington
My commission expires: 2/2/99

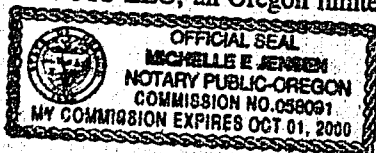
10617

STATE OF OREGON

ss.

County of Multnomah

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



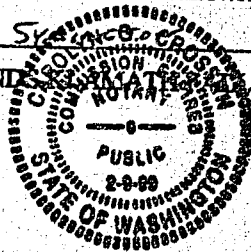
Michelle E. Jensen
 Notary Public for Oregon

STATE OF WASHINGTON

ss.

County of KING

This instrument was acknowledged before me on MARCH 23, 1998, by
ALLEN E. SIVERTON, as PRESIDENT of U.S.
 TIMBERLAND INVESTMENTS S L.L.C., a Delaware limited liability company.



Carolyn A. Jensen
 Notary Public for Washington
 My commission expires: 2/9/99

For County use:

STATE OF OREGON; COUNTY OF KLAMATH; ss

File for record _____

this _____ day of _____, 1998, at _____ o'clock and

duily recorded in Vol. _____ of _____ on

page _____

Fee _____

By: _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
KLAMATH PROJECT

188-670

CONTRACT OF EMMA VAN VALKENBURG ET VIR FOR WATER
SUPPLY PURSUANT TO THE WARREN ACT*Purchased by Columbia Bros. Rt. 3, Box 247*

THIS CONTRACT, Made this 29th day of July, 1935, 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 EMMA VAN VALKENBURG and H. H. VAN VALKENBURG, her husband, hereinafter styled the Contractor, his heirs, administrators, executors, successors and assigns.

WITNESSETH, That -

2. WHEREAS, the Contractor proposes to irrigate One Hundred Thirty-five (135.0) 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:

*Cont. CHT, paid 100% in July 1935
Bill No. C-169.*

5.0 acres in SW $\frac{1}{4}$ NW $\frac{1}{4}$, 40.0 acres in NE $\frac{1}{4}$ SW $\frac{1}{4}$, 30.0 acres in NW $\frac{1}{4}$ SW $\frac{1}{4}$, 40.0 acres in SW $\frac{1}{4}$ SW $\frac{1}{4}$ and 20.0 acres in NE $\frac{1}{4}$ SW $\frac{1}{4}$, all in Section 23, Township 39 South, Range 8 East, Willamette Meridian, in all a total of 135.0 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 One Hundred Thirty-five (135.0) acres. The quantity of water sufficient for the irrigation of said 135.0 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 Eight Hundred Ten Dollars (\$810.00) in twenty (20) equal consecutive annual instalments, 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 135.0 acres of

irrigable land, and the Contractor hereby agrees to pay \$6.75 upon the execution of this contract for the year 1935 and an operation and maintenance charge on the first day of April of each and every year hereafter commencing with the year 1936. 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 successor adopting this contract and agreeing to be bound by the terms thereof. A change of project control under the preceding sentence 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 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.

JUL 23 1903

UNITED STATES OF AMERICA

By B. L. Hayden
Superintendent
Bureau of Reclamation

Karen Van Valkenburg
Contractor

H. H. Van Valkenburg
Contractor

Keno Rt., Klamath Falls, Ore.
Postoffice Address of Contractor

10624



10625

STATE OF OREGON)
) SS.
COUNTY OF KLAMATH)

BE IT REMEMBERED, That on this 29th day of July,
A. D., 1937, before me, the undersigned, a Notary Public in
and for the said state and county, personally appeared the
within named Emma Van Valkenburg and H. H. Van Valkenburg,
her husband 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.

M. L. Johnson
Notary Public for Oregon

My Commission expires Mar. 15, 1937

(SEAL)

Original

Index

10626

24792

STATE OF OREGON,) ss
County of Elmer,) ss

Filed for record at request of:

on this 21st day of August 1935
1935 at 3:17 o'clock P.M. and
only recorded in Vol. 105 of
Davis Page 135.

(SEAL) HIR E. SHOFF, County Clerk
By Larson Hornsby, Deputy

Per _____

STATEMENT AND CERTIFICATE
OF AWARD

18R-670

10627

Date July 29, 19 3

Department of the Interior

Bureau of Reclamation

Klamath Falls, Or

(Department or establishment)

(Bureau or office)

(Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 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) (b)" or "2 (a)," 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 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

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

owner

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.

B. E. Hayden

Superintendent, Bureau of Reclamation

(Signature of contracting officer)

(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).

EXHIBIT B

That portion of Sections 22, 23, 26 and 27, Township 39 South, Range 8 East of the Willamette Meridian, located in Klamath County, Oregon, more particularly described as follows:

Beginning at the initial point, as marked by a 5/8" x 30" iron pin with Tru-Line Surveying Inc plastic cap, on the southerly right of way of Highway No.66, as described in Volume M-89, page 24105 of the Klamath County Deed Records, from which the 1/4 Corner common to Sections 14 and 23 of Township 39 South, Range 8 East bears North 42°12'00" East 3,529.42 feet; thence South 89°33'58" East 607.74 feet; thence South 00°26'02" West 3,173.88 feet; thence along the arc of a curve to the left 410.34 feet with a radius of 14,460 feet, a central angle of 01°37'33" and long chord bearing South 55°09'47" West 410.32 feet; thence South 55°58'34" West 339.83 feet; thence North 59°22'54" West 909.12 feet; thence North 00°26'02" East 2,140.50 feet; $\pm$ to the Southeasterly right-of-way line of Highway No. 66 as described in Volume M-89, page 24105, thence Northeasterly along said right-of-way 1283.66 feet, to the initial point and the terminus of the legal description.

The foregoing tract being the same property described as Parcel 2 of Land Partition 31-97 filed for record November 25, 1997 in the Records of Klamath County, Oregon.

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 10615
By Bernetha G. Letsch, County Clerk
Kathleen Ross

FEE \$100.00