

**UNITED STATES
DEPARTMENT OF THE INTERIOR**
Bureau of Reclamation
Klamath Project, Oregon-California

**LICENSE FOR ERECTION AND MAINTENANCE
OF STRUCTURES**

M06-12192

Klamath County, Oregon
06/14/2006 11:56:39 AM
Pages 6 Fee: \$46.00

Issued to:

Kevin G. and Cheri Conway
24670 Schaupp Rd.
Klamath Falls, OR 97603
541-723-2467

Location:

T. 38S, R. 9E, M. WM

SW ¼ of NW ¼ Section 29 Q.

1. Pursuant to the authority given by the Commissioner of the Bureau of Reclamation, thereunto duly authorized by the Secretary of the Interior, the undersigned hereby accepts a license to construct a paved driveway approximately 30-feet in length to allow ingress/egress to an otherwise landlocked parcel and to connect into and existing hook-up to the City of Klamath Falls sewer system, all 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 named above, upon the terms and conditions hereinafter set forth.

2. The licensee hereby agrees to indemnify and hold harmless the United States, 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 licensee's activities under this agreement.

3. This license shall continue for a period of 25 years from the date signed or so long as in the opinion of the United States it is considered to be expedient and not detrimental to the public interest, and shall be revocable by said officer upon thirty days' written notice to the licensee. Upon such revocation, the aforesaid structure or structures and all accessories shall be removed without delay at the expense of the licensee.

4. The aforesaid structure or structures shall be so erected as not to obstruct in any manner the flow of water in the canals, laterals, or drain ditches of the United States, or to interfere in any manner whatsoever with the construction, operation, and maintenance of any part of the Project.

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

- (a) All work shall be done in a neat and workmanlike manner and to the satisfaction of the Area Manager, Bureau of Reclamation, Klamath Falls, Oregon, or his duly authorized representative.
- (b) All construction shall conform to the state regulations of the applicable state.
- (c) Staging area shall be in accordance with attached drawing, marked "Exhibit A."
- (d) The licensee agrees to remove or modify facilities constructed under this license at the licensee's expense.
- (f) This license is coterminous with licensee's ownership of the land and is non-transferable.
- (g) Facilities authorized by this license shall be maintained by the licensee to the satisfaction of the Area Manager.

☒ **APPROVED**
☐ **ORIGINAL**

46 ✓

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 fees.

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 license the licensee hereinafter referred to as the contractor, agrees as follows:

- (a) 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; 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.
- (b) 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.
- (c) 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 or 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.
- (d) 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.
- (e) 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.
- (f) 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 canceled, 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 rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of Paragraphs (a) through (g) 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 non compliance: 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.

8. The following Hazardous Materials provisions are applicable to this license:

- (a) The licensee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in lands, waters or facilities owned by the United States or administered by Reclamation.
- (b) "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 1901, et seq., and the regulations promulgated pursuant to that Act.
- (c) The licensee may not allow contamination of lands, waters or facilities owned by the United States or administered by Reclamation by hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.
- (d) The licensee shall report to Reclamation, within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the United States or administered by Reclamation.
- (e) Violation of any of the provisions of this Article shall constitute grounds for immediate termination of this contract and shall make the licensee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.
- (f) The licensee agrees to include the provision contained in paragraphs (a) through (e) of this Article in any subcontract or third party contract it may enter into pursuant to this contract.
- (g) Reclamation agrees to provide information necessary for the licensee using reasonable diligence, to comply with the provision of this Article.

Kevin G. Conway
Licensee
Kevin G. Conway 6-13-06
24670 Schaupp Rd.
Klamath Falls, OR 97603
541-723-2467

6-8-06
Date

Cheri Conway
Licensee
Cheri Conway
24670 Schaupp Rd.
Klamath Falls, OR 97603
541-723-2467
6-13-06

6-8-06
Date

APPROVED
David A. Solem 6-12-06
Dave Solem, Manager
Klamath Irrigation District

6/8/06 6/12/06
Date

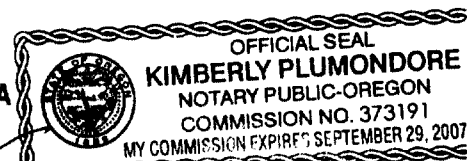
State of Oregon, County of Klamath

This instrument was acknowledged before me on June 12, 2006, by David A. Solem.

UNITED STATES OF AMERICA

Christine D. [Signature]
Area Manager
Bureau of Reclamation

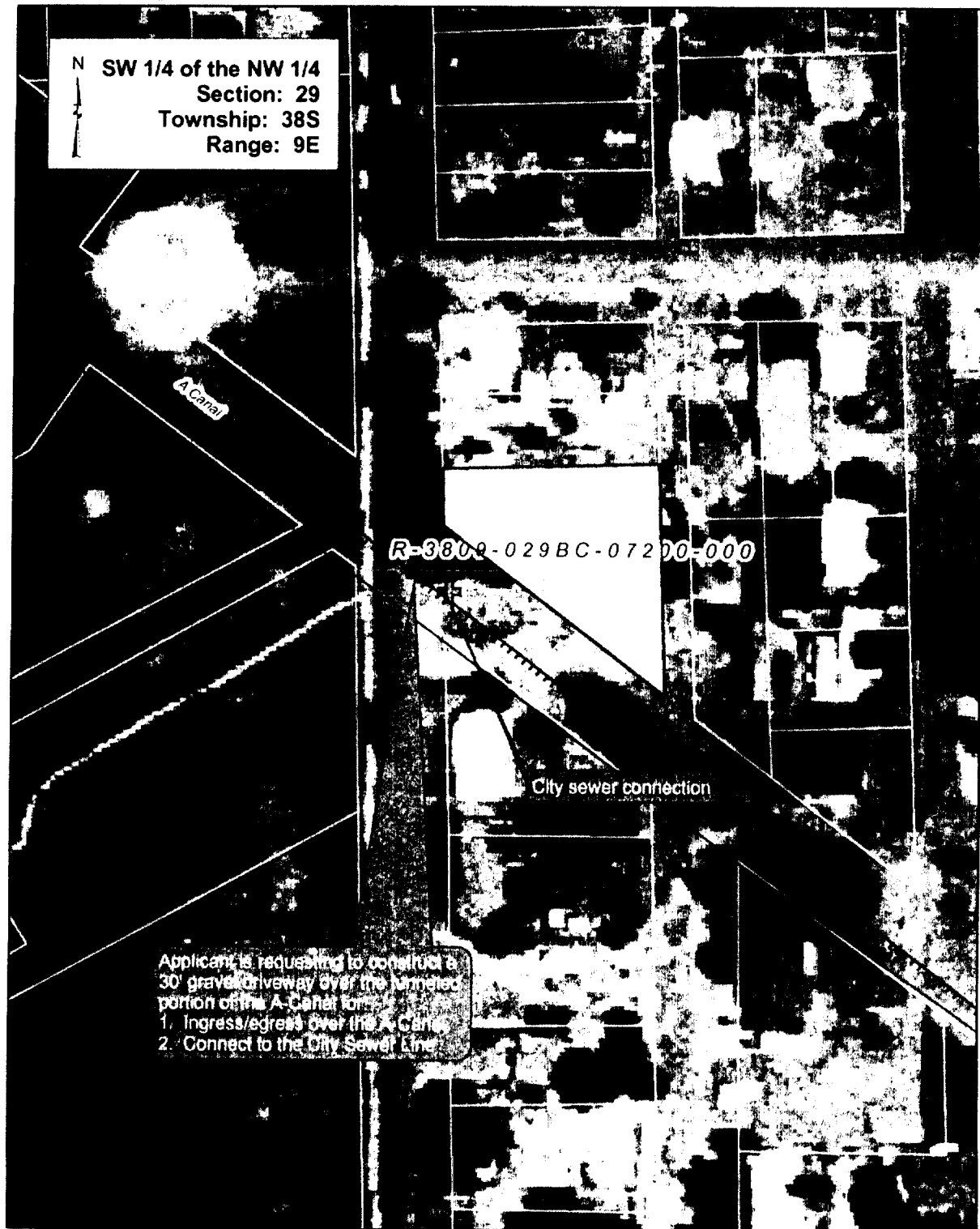
6/13/06
Date



Carol S. Hubbard
Notary Public for Oregon
Commission Expires: 12-29-06

2006-CEC-005
ROW/Deed_KID

O-KLA-05-27
Index No. 12-201-1226



RECLAMATION
Map By J. Birri Managing Water in the West

0 60 120 180 240 Feet

EXHIBIT A

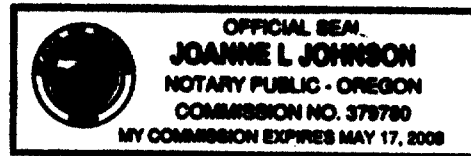
State of OREGON

County of Klanath

This instrument was acknowledged before me on June 13, 2006
by Cheri Conway

Joanne L Johnson

Notary Public - State of Oregon



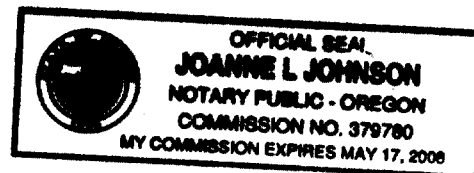
State of OREGON

County of Klanath

This instrument was acknowledged before me on June 13, 2006
by Kevin Conway

Joanne L Johnson

Notary Public - State of Oregon

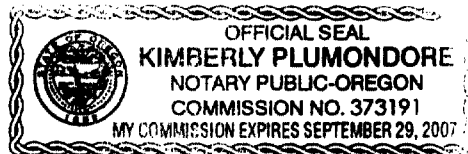


STATE OF OREGON)
)ss
COUNTY OF KLAMATH)

On 6/13/06 before me, Kimberly Plumondore personally appeared
Christine Karas

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the written instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signatures on the instrument the person(s) or the entity upon behalf of which the person(s) acted executed the instrument.

Witness my hand and official seal



Signature Kimberly Plumondore