

## **Klamath Irrigation District Contractual Obligations**

Under contract number 14-06-200-3784 with Reclamation, Klamath ID diverts water from Upper Klamath Lake into the A Canal to support KA 1000, KA 1001, and KA 1004.

Klamath ID delivers water to Enterprise Irrigation District (KA 1000) through contract number I1r-399 (5 September 1920) to 2,981 acres.

Klamath ID delivers water to Pine Grove Irrigation District (KA 1000) through contract number I1r-195 dated 6 November 1922 for service to 904 acres.

The E Canal, which has a capacity of 35 cfs, continues east 10 miles serving water to the north side of Poe Valley to various contracts mentioned below.

Klamath ID provides water to Poe Valley Improvement District (contract 14-06-201-174 dated 20 July 1953)

Klamath ID provides water to the Van Brimmer Ditch Company (KA 1001) and an agreement with Reclamation is dated 6 November 1909 for a contracted amount of no less than 50cfs.

Water is transported through the Van Brimmer system to Sunnyside Irrigation District (KA 1000) under contract I1r-174 dated 4 September 1922.

Klamath ID provides water to Shasta View Irrigation District (KA 1000) through Contract I1r-1531 dated 6 September 1922 for 3,991 acres.

Klamath ID provides service to 3,479 acres within the Malin Irrigation District (KA 1000) under contract I1r-195 dated 9 September 1922.

There are 2,236 acres of lands located between the J-Canal and the northern boundary of Tulelake Irrigation District. Although these lands are within the Klamath ID, they are delivered water from the J-Canal operated by Tulelake Irrigation District (KA 1000). Similarly, there are 1,480 acres of lands located in the northeast portion of Tulelake Irrigation District in California which are between the D-Canal and J-Canal which are served water from the D-Canal by Klamath ID. The State boundary is the official District boundary; however, contractual obligations require Klamath ID to operate and maintain infrastructure for the D-Canal in California.

Klamath ID provides service to Klamath Basin Improvement District under contract number 14-06-201 dated 25 April 1962 for service to 10,342 acres, individual Warren Act Contracts, and other numerous contracts from various canals within the District.

11/29/54

Contract No.  
14-06 200-3780

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Klamath Project, Oregon-California

AMENDATORY CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
AND THE KLAMATH IRRIGATION DISTRICT

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CONTRACT NO.

14-06-200-3784

Regional Office Draft 8-1-54  
(Revised W. O. 9-9-54)  
Approved W. O. 9-17-54

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Klamath Project, Oregon-California

AMENDATORY CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
AND THE KLAMATH IRRIGATION DISTRICT

THIS AMENDATORY CONTRACT, made this 29th day of November,  
1954, between THE UNITED STATES OF AMERICA, hereinafter called the  
United States, acting through the Secretary of the Interior, pursuant to  
the Federal reclamation laws, and the KLAMATH IRRIGATION DISTRICT,  
organized and existing under and by virtue of the laws of the State of  
Oregon, hereinafter called the District:

WITNESSETH, THAT:

EXPLANATORY RECITALS

WHEREAS, under authority of the Federal reclamation laws the  
United States has constructed and continues to construct the irrigation  
project in the States of Oregon and California, known as the Klamath  
Project, consisting of facilities for storing water in Upper Klamath  
Lake and Gerber Reservoir in Oregon, and Clear Lake Reservoir in  
California, together with works for delivering irrigation water therefrom  
to areas where it may be beneficially used; and

WHEREAS, the United States and the District, acting pursuant  
to the Federal reclamation laws and the laws of the State of Oregon, have  
previously entered into a contract dated July 6, 1918, as amended and  
supplemented by contracts dated June 28, 1920, April 10, 1922, June 25,  
1927, November 24, 1928, April 1, 1938, and June 2, 1950, for the repay-  
ment of the costs of construction of certain of the Project works; and

WHEREAS, the District is obligated, among other things, to repay to the United States that part of the expenditures made by the United States in the construction of the Project which is properly allocable to the District; and

WHEREAS, the District, as the duly authorized representative of the water users within its geographic boundaries, desires to enter into an amendatory contract with the United States, which would provide for the District to take over the operation and maintenance of certain of the Project works;

NOW, THEREFORE, in consideration of the mutual and dependent covenants and stipulations herein contained, it is mutually agreed between the parties hereto as follows:

#### DEFINITIONS

1. The following terms, whenever used in this contract, shall have the following respective meanings:

(a) "District" shall mean the Klamath Irrigation District, except where indicated otherwise.

(b) "Secretary" shall mean the Secretary of the Interior or his duly authorized representative.

(c) "Federal reclamation laws" shall mean the Act of June 17, 1902 (32 Stat. 388), and all acts amendatory thereof or supplementary thereto.

(d) "Reserved works" shall mean all Project works located outside the District boundaries but within Klamath County, Oregon, and

Siskiyou and Modoc Counties, California, which contribute to the irrigation, drainage or flood protection of the District lands but will continue to be operated and maintained by the United States or by some agency other than the District, under contract with the United States, plus the following works located wholly or partly within the District:

(i) The entire "J" Canal and distribution system, including the headworks and Lower Lost River Diversion Dam.

(ii) All buildings at the Project headquarters, except those which may be transferred to the District under provisions of Article 4(e) of this contract.

(iii) Lost River Diversion Dam and the Lost River Diversion Channel, including all appurtenant control works.

(iv) The Project telephone system.

(v) Link River Dam.

(vi) Enterprise Hydroelectric Plant.

(e) "Transferred works" shall mean all of the irrigation works set forth in Article 4 and such other irrigation works constructed by the United States for the irrigation of the lands located within the geographic boundaries of the District which upon agreement between the United States Bureau of Reclamation and the District may hereafter be transferred to the District for operation and maintenance.

(f) "Operation and maintenance costs" shall mean all costs properly chargeable to operation and maintenance of the works in reference to which the term is used, including, without limitation by reason of

this enumeration, the costs of replacements and betterments of such works or any part thereof.

#### SCOPE OF CONTRACT

2. This contract supplements the previous contracts enumerated herein between the United States and the District. All provisions of such contracts not in conflict with this contract shall remain in full force and effect.

#### INDEBTEDNESS OF DISTRICT

3. The construction cost obligation of the District to the United States as established by previous contracts, or as said contracts may hereafter be amended, is not affected by this contract.

#### TRANSFERRED WORKS TURNED OVER TO DISTRICT

4. Effective January 1, 1955, there is transferred to the District for care and operation and maintenance the real and personal property listed below, used or useful for operative purposes of the Klamath Project, subject to the provisions of Article 5. Title to said property shall remain in the United States except as provided in Article 5.

(a) The entire Main or "A" Canal, and the "B", "C", "D", "E", "F" and "G" Canals, including the "C-G Cutoff," (but excluding the Enterprise Hydroelectric Plant) and all their related distribution systems;

(b) The entire drainage system within the District, including the Melhase-Ryan drainage pumping plant and the "J" Canal North Side

Parallel Drain and drainage works constructed pursuant to the agreement of November 24, 1928, as set forth in said agreement;

(c) All structures used in connection with the above canals, distribution and drainage works;

(d) The Adams and Miller Hill Pumping Plants;

(e) The residences, outbuildings, shops, warehouses, and office buildings designated by the District pursuant to the procedure set forth in Article 5 hereof;

(f) All equipment, records and supplies used in connection with the operation and maintenance of the transferred works which the United States desires to transfer with said works and which the District designates pursuant to the procedure set forth in Article 5 hereof.

#### SELECTION AND TRANSFER OF PROPERTY

5. Prior to the time that the transferred works are turned over to the District for care and operation and maintenance as provided in Article 4 hereof, the Board of Directors of the District shall determine which, if any, it desires of the Klamath Project residences, outbuildings, shops, offices, warehouses, or other structures to be used in connection with the operation of the District but which are not integral parts of the irrigation and drainage systems, and what equipment, records and supplies it wishes to accept, pursuant to Article 4 hereof. Upon making such determination, the Board shall submit to the Secretary a list of those structures, equipment, records and supplies, whereupon such

list shall be appended to and become part of this contract. Upon the transfer to the District of the operation and maintenance of the works as provided in Article 4, the items on said list shall be transferred to the District for use in connection with the care and operation and maintenance of said transferred works. Whenever, and to the extent, authorized by law, title to said structures, equipment, records and supplies shall be vested in the District.

OPERATION AND MAINTENANCE OF TRANSFERRED WORKS

6. The District accepts the care, operation, and maintenance of the transferred works and will care for, operate, and maintain the transferred works and deliver water therefrom in full compliance with the Federal reclamation laws as they now exist or hereafter may be amended, the regulations of the Secretary now in force or hereafter promulgated, and the terms of this contract and any other contract in force affecting the transferred works.

KEEPING TRANSFERRED WORKS IN REPAIR

7. (a) No substantial change in any of the transferred works shall be made by the District without first obtaining the written consent of the Secretary.

(b) The District shall promptly make any and all repairs to the transferred works which, in the opinion of the Secretary, are necessary for their proper preservation in as good condition as they were on the effective date of this contract.

(c) In case of neglect or failure of the District for a period of one (1) year to make such repairs, the United States may, at the option of the Secretary, take back the care, operation and maintenance of the transferred works as provided in Article 21 hereof, or may cause suitable repairs to be made and charge the cost thereof to the District, which charge the District shall pay as provided in Article 16.

(d) In event of major disaster to, or failure of, the transferred works, or any part thereof, which results in damage of such severity or magnitude that immediate repairs to the transferred works are imperative, in the opinion of the Secretary, to protect against substantial hazard to life or property, and the District is then unable or unwilling to promptly accomplish such repairs, the United States may, at the option of the Secretary, immediately take and temporarily retain possession of the transferred works for such time as may be necessary to protect life and property and to prevent further damage to the transferred works. The District shall pay to the United States, as provided in Article 16, the cost of any emergency repairs made during such period of temporary possession by the United States.

INSTALLATION AND MAINTENANCE OF MEASURING DEVICES  
AND REPORTING OF DATA

8. The District shall, at its expense, and in a manner satisfactory to the Secretary, maintain all water measuring and controlling devices and gages as have been constructed or installed by the United States or by the District in connection with the transferred works,

collect the data from such devices and gages, and furnish the United States with written reports of such data. If the District at any time fails to do so, the United States may replace or repair such devices and collect such data at the expense of the District, which charge the District shall pay in accordance with Article 16.

#### CROP CENSUS

9. The District shall, at its own expense, keep a reasonably accurate record of all crops raised, including agricultural and livestock products produced on District lands, and furnish the Secretary on or before December 31 of each year a crop report, including the aforesaid data, in a form prescribed by the Secretary.

#### INSPECTION OF TRANSFERRED PROPERTY

10. The Secretary shall cause to be made from time to time a reasonable inspection of the transferred property to ascertain whether the terms of this contract are being satisfactorily executed by the District. Such inspection may include examinations of the transferred property and of the books, records, and papers of the District, together with examinations in the office of the District of all contracts, papers, plans, records and programs connected with the transferred property. The actual expense of such inspection as found by the Secretary shall be paid by the District to the United States as provided in Article 16, provided that the maximum cost for which the District shall be obligated for such inspection shall not exceed fifteen (15) man-days within any period of three (3) consecutive years, plus actual travel and per

diem expenses. The foregoing limitation shall not apply to inspections reasonably necessary to assure that repairs required pursuant to Article 7 have been satisfactorily completed. All inspections shall be held to the minimum necessary to protect the interests of the United States.

#### INSPECTION OF BOOKS AND RECORDS

11. Subject to applicable Federal laws and regulations, the proper officers or agents of the District shall have full and free access at all reasonable times to the Project account books and official records of the Bureau of Reclamation, insofar as the same pertain to the matters and things provided for in this contract, relating to the construction, acquisition, care, operation and maintenance of the transferred property, the status of individual accounts and the account of the District, and payments of operation and maintenance and construction charges, with the right at any time during office hours to make copies thereof, and the proper representative of the United States shall have similar rights in respect to the account books and records of the District.

#### OPERATION AND MAINTENANCE OF RESERVED WORKS

12. The reserved works shall be operated and maintained by the United States or by some other agency under contract with the United States. The District will pay to the United States its appropriate share of the cost of operating and maintaining the reserved works as provided in Article 16.

DELIVERY OF WATER SUPPLY AND ASSUMPTION BY DISTRICT OF  
OUTSTANDING CONTRACT OBLIGATIONS OF THE UNITED STATES

13. (a) The District shall take the water supply for the lands within the limits of the District, as the same are now or hereafter defined, to be served by or through the transferred works, at the head-works of the main canal and other delivery locations now in existence or that may be constructed in the future, and shall distribute the same to the water users entitled thereto.

(b) The District hereby assumes and agrees to carry out, during the term of this contract, to the satisfaction of the Secretary, all the obligations imposed upon the United States by the contracts listed on Exhibit "A", or any amendments or supplements thereto, appended to and made a part of this contract, for the carriage and delivery of water, in force as of the effective date of this agreement, insofar as said contracts relate to the delivery and carriage of irrigation and drainage water through the transferred works.

(c) Upon execution by the United States of future water right contracts providing for carriage and delivery of irrigation and drainage water through the transferred works to serve the lands of the Pumping Division of the Klamath Project, or to serve the lands of individual water users which are outside the District but so located that they can be served through the transferred works, the District shall be notified thereof by the Secretary and the District shall thereupon assume the obligation of carriage and delivery thereunder the

same as if said contracts had been in existence at the time of execution hereof: Provided, however, That further contracts shall not be entered into by the United States for carriage or delivery of irrigation water through the transferred works which will require additions to or enlargements of the same unless the expense of said additions or enlargements is borne by the United States or by the contractors.

(d) During the life of this agreement the District shall be entitled to collect and retain for its own use, but the United States assumes no responsibility whatever for the payment or collection thereof, all revenues payable to the United States under the hereinabove mentioned contracts as annual operation and maintenance charges. The District shall have the right to withhold delivery of water to any contractor that fails to pay such charges in the amounts and at the time provided in its contract with the United States. All other provisions of said contracts shall remain unaffected hereby. The District shall not be responsible for collection of any revenues due the United States under said contracts which became due and payable before the effective date of this contract.

(e) The District shall deliver water to District lands at the points the United States is now delivering water. For lands outside the District boundaries, and served through the transferred works, water shall be delivered in the quantities, at the times and at the points of diversion from the transferred works as required from time to time by

contractors that have executed contracts with the United States in such manner as to meet obligations which the United States has assumed under said contracts. Responsibilities of the District for delivery of water outside its boundaries shall be limited to the contracts listed on Exhibit "A" hereto and such other contracts as the United States may henceforth execute with others for delivery of water through the transferred works, provided that the terms of such future contracts with others are not contrary to any of the terms of this contract.

(f) The District agrees that it will make no water deliveries under contracts mentioned in this article at times when notified by the Secretary that the contracting parties are not entitled to the delivery of irrigation water because of nonpayment of charges due the United States, or for other reasons.

(g) Within thirty (30) days after the effective date of this contract, the United States shall furnish to the District an itemized statement showing the status of fund accounts with the United States for the District, and for other contractors that receive water through the transferred works, and the status of stores and equipment accounts with the United States for the District. This statement will include the following items:

(i) Unexpended balances of funds advanced for operation and maintenance work, itemized by each contractor.

(ii) Book value of unused materials and supplies purchased with advanced funds.

(iii) Undepreciated value (book value at date of transfer) of equipment purchased with advanced funds.

If a credit balance exists in the fund account of the District, the amount of such balance will be refunded in accordance with Article 24. If a credit balance exists in the fund account of any other contractor, the United States will retain that balance on its books to be applied against the next succeeding payment or payments becoming due on obligations of the Klamath Irrigation District to the United States. In consideration of the total of all such credits being allowed the District, the District will likewise allow corresponding credits to the other contractors on its subsequent billings to those respective contractors. If a debit balance exists in the account of the District with the United States, the District shall pay to the United States the amount due on its own account within ninety (90) days after receipt of statement. Debit balances existing in the accounts of other contractors will be collected by the United States.

DELIVERY OF WATER TO TULE LAKE LANDS

14. (a) The United States retains for use in irrigating non-district lands, and will continue to maintain and operate, or will contract with another agency to maintain and operate, (1) the diversion dam and appurtenant works on Lost River at the heading of the "J" Canal, and (2) the "J" Canal, and the Project buildings at the headworks thereof, and laterals leading therefrom, and (3) the drainage system

below the "J" Canal as shown on map entitled Exhibit "B" which is appended to and made a part of this contract. The United States, or another agency acting under contract for the United States, will deliver irrigation water to the Tule Lake lands within the boundaries of the Klamath Irrigation District served by the said "J" Canal, lateral and drainage systems. The United States will charge the District annually for such service the amount per acre that is charged the Tule Lake lands in California served from the "J" Canal for operation and maintenance, to be paid to the United States in the manner stated in Article 16 hereof.

(b) The District shall maintain and operate for the United States the irrigation and drainage works serving lands lying between the "D" and "J" Canals and above the "D" Canal in California, as shown on map entitled Exhibit "B", and will deliver irrigation water through the "D" Canal to such of those lands in California served from the "D" Canal, as may be designated by the Secretary. For gravity delivery of water to lands which were served by the United States prior to the effective date of this contract, the District shall charge the United States annually the amount per acre of land irrigated that is charged to lands within the District in the State of Oregon for operation and maintenance, and the United States will credit said amount to the District annually upon any payments due hereunder, as provided in Article 16. For future delivery of water to additional lands not

previously served, the District shall charge such amount per acre as may be agreed upon by future supplement to this contract.

WATER FOR LANDS IN KLAMATH FALLS, MALIN AND MERRILL

15. The District shall deliver for use on non-district lands within or adjacent to the District, including but not limited to those within or near the corporate limits of the towns of Klamath Falls, Malin, and Merrill, the water supply which said lands are entitled to receive under existing water rental contracts, under water right applications of various individuals, and under public notices issued by the Secretary, as listed in Exhibit "C" attached to and made a part hereof, or under future public notices issued by the Secretary. The District shall likewise deliver water to any of said lands which may hereafter contract with the United States for a water supply. Water shall be delivered at the respective points where now received, or as may be agreed upon between the District and such water users. The District shall be entitled to collect and retain for its own use all revenues payable for such deliveries, in the same manner as for deliveries to other contractors under the provisions of Article 13 hereof and shall be entitled to withhold delivery of water if charges are not paid when due.

CHARGES TO BE PAID BY THE DISTRICT

16. (a) On or before February 1 of each calendar year during the term of this contract, the United States shall furnish to the District an itemized estimate of all costs expected to be incurred by the United

States under the provisions of this contract during that calendar year which are properly chargeable to the District and a statement of the differences between estimated and actual costs for the previous calendar year, with appropriate charges or credits to adjust the previous year's estimate to the total of actual costs for that previous year. The District shall pay to the United States the total of such estimated costs for the current calendar year, as adjusted by the reconciliation of actual and estimated costs for the previous calendar year, within sixty (60) days after receipt of said estimate and statement. Each such annual estimate and statement shall list separately the following types of costs:

(1) The estimated annual general expense, as determined by the Secretary, to be incurred by the United States and apportioned to the Main and Pumping Divisions of the Klamath Project. This estimate shall be itemized by office and by activity but shall not include the costs itemized under other subdivisions of this article. Such costs shall not exceed Five Thousand Dollars (\$5,000) per year during the first 5-year period following the transfer of operation and maintenance to the District. At the end of said 5-year period and at the end of other appropriate periods throughout the remainder of the term of this contract the Secretary shall analyze the services required to be performed by the United States, and upon the basis of such analysis will establish a similar limit of expenditure for each such period in the light of the then general cost index.

(ii) Estimated annual costs of any bookkeeping, accounting, engineering, legal, drafting, clerical or other technical or administrative services which the District has specifically requested from the United States in writing, or which are furnished by the United States pursuant to some mutual agreement in writing, which costs shall be itemized for each type of service.

(iii) An equitable proportion of the estimated annual costs of operating and maintaining the reserved works, except for the charges provided in subdivision (vii) hereof, as determined by the Secretary. The estimate for these costs shall show the basis on which total costs for operating and maintaining the reserved works are allocated between the District and other agencies.

(iv) Estimated cost of repairs to the transferred works, if any, expected to be made by the United States under the provisions of Article 7 hereof.

(v) Estimated cost of installations, repairs, or maintenance by the United States of measuring and controlling devices and gages, and collection of data, if any, expected to be performed by the United States under the provisions of Article 8 hereof.

(vi) Estimated cost of all inspections expected to be performed by the United States under the provisions of Article 10 hereof.

(vii) Estimated water rental charges or estimated costs of operation and maintenance for lands within the District supplied with water from the "J" Canal, in accordance with the provisions of Article 14 hereof.

(b) The District shall pay the United States any actual costs in excess of the previous year's estimate for work performed or services furnished by the United States during that calendar year under provisions of this contract, itemized by each of the preceding subdivisions (i) through (vii) of this article.

(c) The District shall be credited for any amounts by which the actual costs of work performed or services furnished by the United States during the previous calendar year under provisions of this contract were less than the amounts for such work shown in the previous year's estimate, itemized by subdivisions (i) through (vii) of this article.

(d) The District shall be credited for operation and maintenance charges due the District on lands in California served from the "D" Canal by the District, in accordance with Article 14 hereof.

#### GENERAL OBLIGATIONS OF THE DISTRICT

17. The obligations of the District under this contract shall be considered general repayment obligations and the District agrees to pay to the United States such obligations according to the terms stated in this contract, notwithstanding the individual default in payment by any of the individual water users of assessments or other charges. Notwithstanding any provisions of this contract, the United States reserves the right to pursue any and all remedies which it may have against the District for default in any payment due under the terms of this contract or under the terms of any contract which the District may have with the United States.

DISTRICT TO USE ALL POWERS TO COLLECT CHARGES

18. (a) The District agrees that it will cause to be made and collected all necessary assessments and charges to cover costs apportioned to it and will use all the authority and resources of the District including, without limitation by reason of this enumeration, its taxing power, the power to create liens in connection with its taxing power, and the power to withhold delivery of water, to meet the obligations of the District to the United States under this contract in full on or before the day such payments become due, and to meet the District's other obligations under this contract. The District is hereby granted the power to withhold delivery of water from any water users receiving water from the transferred works whose payments to the District are in arrears.

(b) The District shall make each year a reasonable estimate of probable delinquencies in collections based on past experience, and shall levy assessments or other charges sufficiently large against the lands in the District to meet the requirements stated in (a) of this article, notwithstanding any individual delinquency which may occur in the payment to the District of any District assessments, or other charges.

WATER RENTAL AGREEMENTS

19. The District may enter into water rental agreements, in a form approved by the Secretary, providing for the delivery of water from the transferred works to water users other than those holding water rights or those having executed contracts with the United States or the

District. The charges to be made for such water rentals shall be those stated in Public Notices of Water Charges for the Klamath Project issued by the Bureau of Reclamation: Provided, That if issuance of such Public Notices by the Bureau be discontinued, the charges to be made in water rental agreements by the District each calendar year shall be established in advance by the Board of Directors of the District. The District shall collect and retain for its own uses all revenues from water rental agreements executed after the effective date of this contract. Delivery of water to holders of water rental agreements shall be subordinate to deliveries to other water users, and the rental agreements shall so state.

REFUSAL OF WATER TO DISTRICT IN CASE OF DEFAULT

20. The United States reserves the right (in addition to the rights elsewhere herein reserved to the United States) to refuse to deliver water to the District in the event of the default of the District for a period of more than twelve (12) months in any payments due the United States under this contract. The provisions of this article are not exclusive, and shall not in any manner hinder the United States from exercising any other remedy to enforce collection of any amount due the United States hereunder.

RESUMPTION OF MANAGEMENT AND CONTROL IN EVENT OF DEFAULT

21. (a) In event of default by the District for a period of one (1) year on any payment to the United States provided by this contract, or failure of the District to perform necessary repairs for a period of one (1)

year as provided in Article 7, or of any other violation by the District of the terms of this contract, the United States may, at the option of the Secretary, resume operation and maintenance of the transferred works, or any part thereof, for the purpose of enforcing the provisions of this contract.

(b) Prior to resuming operation and maintenance, the Secretary shall give the District written notice of his intent to exercise such option, which notice shall inform the District of the specific provisions of this contract which have been violated or the obligations that are in default, shall describe the property and works to be returned to the custody of the United States and shall name the date on which return to the United States shall be effected, which date shall be not less than sixty (60) days after the date of notice sent to the District. The District agrees that if it fails to make payment of all sums in default, or to initiate measures that will correct the violations of contract provisions, prior to the date set by the Secretary in accordance with this article, it will upon that date relinquish to the United States the custody of Project works as specified by the Secretary, together with all equipment, records and supplies appurtenant to the operation and maintenance thereof.

(c) In event of resumption by the United States of the operation and maintenance of any or all of the transferred works, the United States shall, within ten (10) days after taking custody of such works, furnish to the District an estimate of cost for operation and maintenance of such works from the date of transfer of custody to the

United States until the end of the calendar year. Within thirty (30) days after receipt of such estimate, the District shall pay to the United States the amount thereof. If the amount so paid to the United States is insufficient to pay the costs of operation and maintenance to the end of the calendar year, the United States shall notify the District, within thirty (30) days after the end of such year, of the amount required to pay the balance of such costs and the District shall within ten (10) days after receipt of such notice pay such amount. Any balance of funds advanced by the District in excess of the amount necessary to pay such costs to the end of the calendar year shall be returned to the District or, at the option of the United States, credited to operation and maintenance costs for the following year.

(d) Operation and maintenance costs for any subsequent years in which the United States retains the operation and maintenance of said works shall be paid by the District in the manner and at the times provided in the existing contracts between the United States and the District and in contracts with other organizations and with individuals involved in operations under this contract.

(e) Any resumption of the management and control of said property and works by the United States, as herein provided for, shall not relieve the District of its obligations under this contract.

(f) Notwithstanding any such resumption of operation and maintenance by the United States all or any part of the Project works may, pursuant to this contract, at the election of the Secretary, be

retransferred by the United States to the District for operation and maintenance in accordance with the terms of this contract by giving sixty (60) days' written notice to the District of such election, of the property and works to be retransferred, and of the effective date of such retransfer. The District agrees to accept the retransfer of any property and works on the effective date of such retransfer, as specified in any such written notice.

(g) It is agreed that in the event the United States, its officers or employees, resume the operation and maintenance of the Project works, or any part thereof, as provided in this contract, neither the United States, nor its officers or employees, shall be liable for any damages resulting directly or indirectly from any such resumption, and the District agrees to hold the United States, its officers and employees, harmless from any and all claims for such damage.

#### PENALTY FOR DELINQUENCY

22. In the event the District defaults in the payment of any amount due the United States as provided in this contract, there shall be added to the amount unpaid a penalty of one-half (1/2) of one (1) per cent on the day following the due date, and there shall be added a like penalty of one-half (1/2) of one (1) per cent of the remaining unpaid amount on the first day of each calendar month thereafter so long as such default shall continue.

#### EXCESS-LAND PROVISIONS

23. Pursuant to the provisions of the Federal reclamation laws, water supplied to the District under the terms of this contract shall not be delivered to more than one hundred sixty (160) irrigable acres in the ownership of any one person or corporation, except that, if irrigable lands in excess thereof have been acquired by foreclosure or other process of law, by conveyance in satisfaction of mortgages, by inheritance or devise, water therefor may be furnished temporarily for a period not to exceed two (2) years from the effective date of such acquisition and except that delivery may be made to lands held in excess of this limitation if the excess lands are covered by a recordable contract made in accordance with the provisions of Section 46 of the Act of May 25, 1926 (44 Stat. 649). These limitations shall cease to operate when the construction charge obligation allocable to such land has been paid in full to the United States.

#### RESERVE FUND

24. (a) Commencing with the calendar year 1955, and continuing until all construction charge obligations to be paid to the United States are paid in full, the District shall include in the annual operation and maintenance assessments to be collected from its water users, amounts sufficient to accumulate and maintain a reserve fund which shall be available only for the purposes and in the circumstances hereinafter set forth.

(b) Said reserve fund shall be accumulated as follows:

The balance of advance operation and maintenance funds held by the United States for the credit of the District at the time of transfer of operation and maintenance to the District shall be refunded to the District and deposited in the reserve fund and become a part thereof; in addition thereto the District shall, commencing with the calendar year 1955, and continuing until all construction charge obligations to be paid to the United States are paid in full, include in the annual operation and maintenance assessments to be collected from its water users amounts sufficient to collect annually not less than Five Thousand Dollars (\$5,000) to be deposited in said reserve fund until the reserve fund thus accumulated shall total Seventy-five Thousand Dollars (\$75,000), which total sum shall be maintained thereafter:

Provided, That upon the depletion of the reserve fund for any of the purposes hereinafter set forth, the District shall not be required to replenish said reserve fund by an amount in excess of Five Thousand Dollars (\$5,000) in any one year.

(c) The reserve fund shall be used only for the purposes of meeting large, unforeseen costs of operation and maintenance, repairs and replacements of works transferred hereunder and for ordinary operation and maintenance costs when the District is otherwise unable to meet such costs.

(d) Such funds shall be maintained by the District apart from other of its funds and shall be deposited with such depository

or may be invested in such securities as are approved by the Secretary:  
Provided, however, That said funds may be left with the County Treasurer  
as provided by statute.

UNITED STATES HELD HARMLESS

25. After the transfer of the transferred works, as herein provided, the District shall hold the United States, its officers and agents, harmless as to any and all damages or claims for damages which may in any manner grow out of the care, operation and maintenance of the transferred works after the effective date of transfer.

UNITED STATES NOT LIABLE FOR WATER SHORTAGE

26. On account of drought or other causes, there may occur at times a shortage in the quantity of water available in Project reservoirs and, while the United States will use all reasonable means to guard against such shortage, in no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom and the payments to the United States provided for herein shall not be reduced because of any such shortages.

UNCONTROLLABLE FORCES

27. Neither party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of an uncontrollable force. For the purpose of this contract the term "uncontrollable force" means any cause beyond

the control of the party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

#### WASTE, SEEPAGE AND RETURN FLOW

28. The United States does not abandon or relinquish any of the waste, seepage, or return flow waters coming from the lands of the Project irrigated through works constructed by the United States, but the same are reserved and intended to be retained by the United States for the use and benefit of the Project. The District shall be entitled to use for irrigation all return flows available through the transferred works.

#### ASSURANCE RELATING TO VALIDITY OF CONTRACT

29. The execution of this contract shall be authorized by the qualified electors of the District at an election held for that purpose. The District, after the election and upon execution of this contract, shall file and prosecute to a final decree, (including any appeal therefrom to the highest court of the State of Oregon) in a court of competent jurisdiction a special proceeding for the judicial examination, approval, and confirmation of the proceedings leading up the making of this

contract. This contract shall not be binding upon the United States until the contract shall have been so confirmed by a court of competent jurisdiction or pending appellate action if ground for appeal be laid.

#### NOTICES

30. Any notice or announcement which the provisions hereof contemplate shall be given to one of the parties hereto by the other shall be deemed to have been given if deposited in the United States Post Office, on the part of the United States, in a postage-prepaid envelope addressed to the District at its office and, on the part of the District, in a postage-prepaid envelope addressed to the Bureau of Reclamation, Department of the Interior, P. O. Box 2511, Sacramento, California, or such other address as from time to time may be designated by the Secretary in a written notice to the District: Provided, however, That this article shall not preclude the effective service of any such notice or announcement by other means.

#### CHANGES IN DISTRICT ORGANIZATION

31. While this contract is in effect, no changes shall be made in the District, either by inclusion or exclusion of land, or by partial or total consolidation or merger with another District, or by proceeding to dissolve, or otherwise, except with the consent of the Secretary evidenced in writing.

#### SELECTION OF MANAGER OR SUPERINTENDENT

32. Until completion of payment to the United States of the construction charges against the lands in the District, the District

shall employ a competent and suitable District Manager or Superintendent to have charge of the transferred works while they are being operated and maintained by the District. The selection and continued employment of said person shall be subject to the mutual approval of the District and the Secretary: Provided, however, That such Manager or Superintendent may at any time be discharged by the District.

#### ADJUSTMENT OF DISPUTES

33. Should any dispute arise between the District and any of the parties receiving water from the works operated by the District, concerning the operation or management of the transferred works or any part thereof, in which dispute it is claimed that the transferred works are not being properly operated or maintained or that any party is not receiving water in the manner and amount to which such party is entitled under contract with the United States; and should the District and parties be unable to settle such dispute, the matter in dispute immediately shall be referred to the Secretary, who shall promptly render his decision on such disputed question. Said decision shall be accepted by all parties as final and conclusive, except that it may be subject to review by a court having jurisdiction over the matter in dispute. The District shall promptly comply with such decision, and shall operate in conformance with such decision until or unless the same is reversed or modified by the Secretary or by said court.

RIGHTS RESERVED UNDER SECTION 3737, REVISED STATUTES

34. All rights of action for breach of any of the provisions of this contract are reserved to the United States as provided in Section 3737 of the Revised Statutes of the United States (U.S. Code, Title 41, Section 15), relating to assignment of contracts.

TERMINATION OF CONTRACT

35. (a) All obligations of the District to make payments to the United States under Article 16 hereof, except those required by subdivisions (iii) and (vii) of Article 16, shall terminate whenever all of the following have taken place:

(i) The United States has relinquished its title to the transferred works.

(ii) The District has notified the United States that it no longer has any foreseeable need for technical or administrative services from the United States, of the types mentioned in subdivision (ii) of Article 16 hereof.

(iii) All amounts of money owed by the District to the United States under provisions of this and other contracts have been paid in full.

(b) By such termination of payment obligations, the District shall permanently acquire from the United States all water rights then held by the United States pertaining to lands within the boundaries of the District: Provided, That such acquisition of water rights by the District shall be in no way contrary to the laws of the State of Oregon

as then existing, or to the provisions of any compact which may be then in effect between the State of Oregon and California with respect to water rights in the watershed drained by the Klamath River.

DISCRIMINATION AGAINST EMPLOYEES OR APPLICANTS  
FOR EMPLOYMENT PROHIBITED

36. The District shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in contracts relating to the performance of this contract. This provision, however, does not refer to, extend to, or cover the activities of the District which are not related to or involved in the performance of this contract.

OFFICIALS NOT TO BENEFIT

37. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

ASSIGNMENT LIMITED--SUCCESSORS AND  
ASSIGNS OBLIGATED

38. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any part or interest therein shall be valid until approved by the Secretary.

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

THE UNITED STATES OF AMERICA

By /s/ C. H. Spencer  
Regional Director, Region 2  
Bureau of Reclamation

KLAMATH IRRIGATION DISTRICT

By /s/ E. M. Hammond  
President

(SEAL)  
Affixed  
Attest:

/s/ John L. Stewart Jr.  
Secretary

EXHIBIT "A"

WARREN ACT CONTRACTORS ENTITLED TO WATER FROM DISTRIBUTION SYSTEM

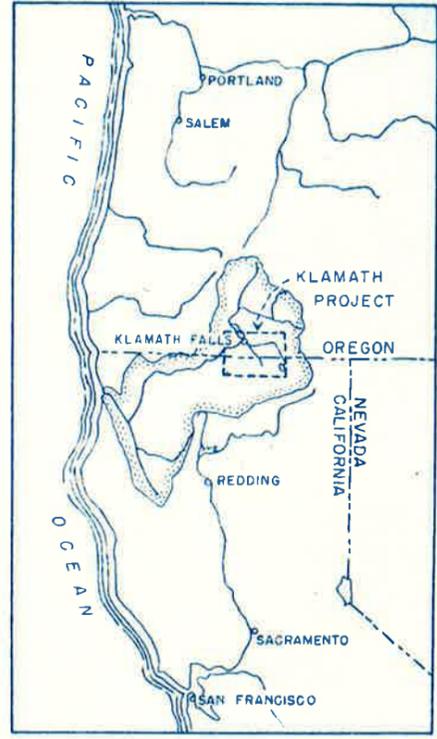
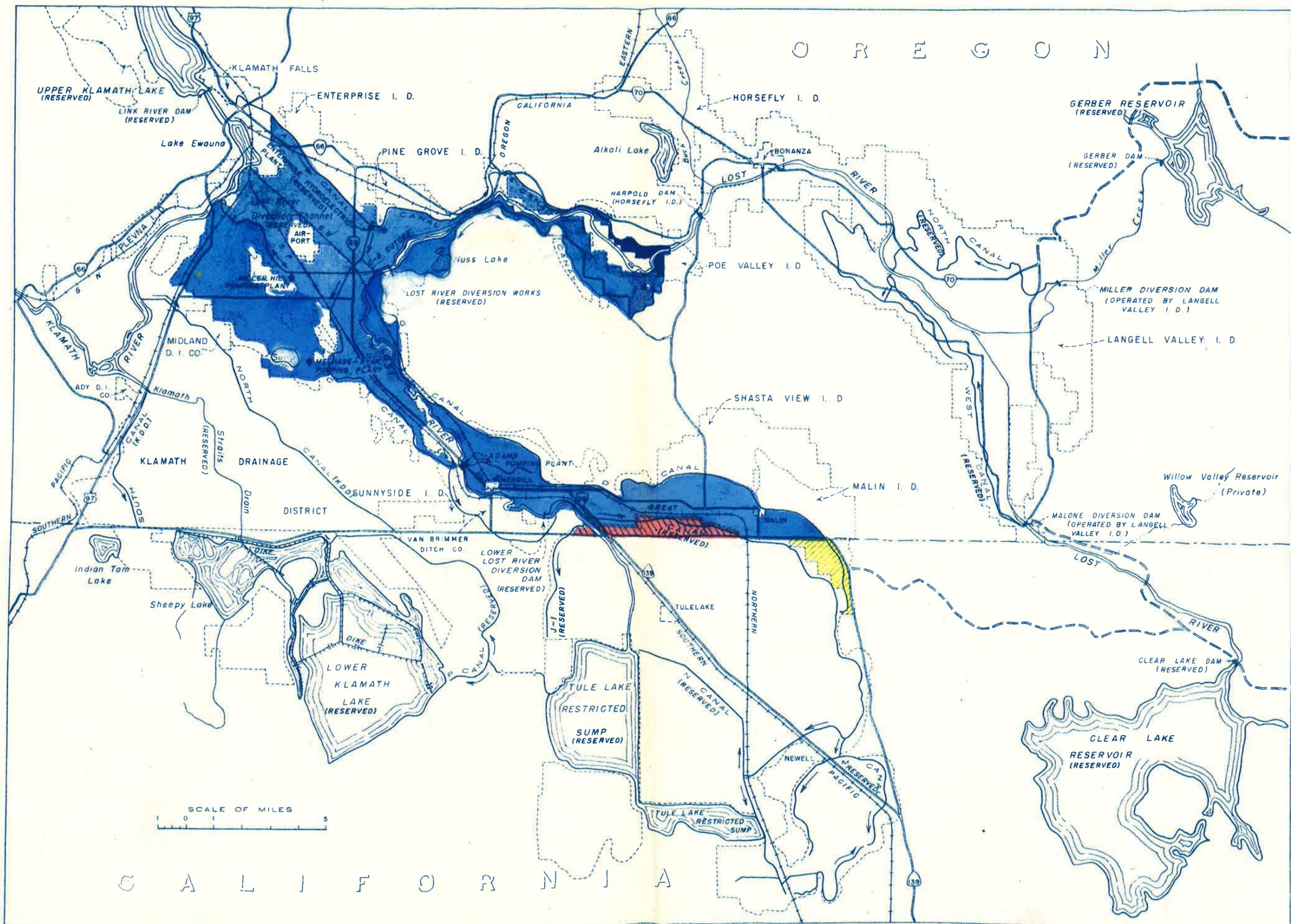
<u>Contract Number</u>	<u>Contract Date</u>	<u>Water User</u>	<u>Acres</u>
Ilr-403	Dec. 21, 1918	Pine Grove Irrigation District	954.
I8r-1065	Feb. 3, 1943	Van Brimmer Ditch Company	Excess Only
Ilr-399	Oct. 5, 1920	Enterprise Irrigation District	2980.8
Ilr-195	Sept. 9, 1922	Malin Irrigation District	3479.2
Ilr-1531	Aug. 20, 1948	Shasta View Irrigation District	3991.0
Ilr-401	Aug. 23, 1924	E. H. Johnson	20.0
Ilr-174	Oct. 24, 1922	Sunnyside Irrigation District	595.0
Ilr-143	May 16, 1927	Charles W. Lewis	52.9
Ilr-144	May 28, 1927	R. C. Burleigh	107.0
Ilr-144	May 28, 1927	Phelps Lewis	32.5
Ilr-145	May 18, 1927	L. Kandra	91.6
Ilr-146	May 21, 1927	I. C. Johnson	90.1
Ilr-147	May 16, 1927	Clyde M. Horsley	35.2
Ilr-147	May 16, 1927	Roy Houck	12.6
Ilr-148	May 27, 1927	I. C. Johnson	61.9
Ilr-149	May 20, 1927	J. A. Carpenter	89.6
Ilr-149	May 20, 1927	J. A. Carpenter	46.8
Ilr-150	May 24, 1927	Charles B. Rice	16.0
Ilr-151	May 24, 1927	William F. Jinnette	60.2
Ilr-152	May 24, 1927	W. E. Hammond	50.4
Ilr-155	May 19, 1927	Myrtle Beasly	133.5
Ilr-156	May 19, 1927	Myrtle Beasly	45.1
Ilr-157	May 28, 1927	Hill Brothers	57.0
Ilr-159	May 26, 1927	J. A. Carpenter	37.2
Ilr-159	May 26, 1927	J. A. Carpenter	103.2
Ilr-161	June 11, 1927	James W. Dolan	70.5
Ilr-162	June 14, 1927	James Lacey	31.5
Ilr-163	June 16, 1927	Joe Meeker	80.0
Ilr-164	June 11, 1927	Elizabeth L. Stewart	73.7
Ilr-165	June 7, 1927	Roy F. Beasly	30.0
Ilr-166	June 9, 1927	Fred Peterson	10.0
Ilr-175	June 22, 1927	Anton Steyskal	5.1
Ilr-175	June 22, 1927	J. A. Carpenter	18.3
Ilr-248	Nov. 30, 1927	Karl F. Dehlinger	60.5
Ilr-304	May 26, 1928	Harry Kinney	45.4

EXHIBIT "A" (CONT'D.)

<u>Contract Number</u>	<u>Contract Date</u>	<u>Water User</u>	<u>Acres</u>
I1r-316	June 6, 1928	June F. Grimes	131.1
I1r-329	June 8, 1928	M. J. Barnes	1.6
I1r-328	June 15, 1928	Harold E. Dehlinger	56.0
I1r-337	July 7, 1928	Cecil Drew	28.8
I1r-531	Feb. 13, 1929	G. W. Crew	25.4
I1r-582	Nov. 9, 1929	George E. Stevenson	63.0
I8r-375	Dec. 15, 1930	Neva Haskins	55.5
I8r-376	Dec. 15, 1930	Neva Haskins	25.4
I8r-377	Dec. 15, 1930	V. G. Reinmiller	20.4
I8r-374	Dec. 18, 1930	A. J. Manning	105.3
I8r-384	Feb. 24, 1931	George Chin	20.7
I8r-414	May 15, 1931	F. H. Hadley	35.0
I8r-414	May 15, 1931	F. H. Hadley	25.0
I8r-415	May 16, 1931	Robert J. Petrik	11.2
I8r-416	May 16, 1931	W. W. Ochs	29.4
I8r-418	May 16, 1931	J. W. Reeder	39.2
I8r-419	May 16, 1931	I. E. Icenbice	80.0
I8r-419	May 16, 1931	C. F. Icenbice	33.2
I8r-420	June 1, 1931	Geo. Retterath & Sons	23.5
I8r-421	May 29, 1931	Robert Petrik	40.1
I8r-426	June 17, 1931	F. H. Hadley	5.4
I8r-426	June 17, 1931	Bernace Wilson	67.6
I8r-508	July 7, 1931	C. Bruce Campbell	17.7
I8r-510	Dec. 26, 1931	Wilbur Robinette	30.1
I8r-511	Dec. 26, 1931	W. M. Williams	79.7
I8r-549	June 20, 1932	C. Bruce Campbell	13.8
I8r-592	June 14, 1933	Anna C. McConnell	34.4
I8r-626	May 15, 1934	William F. Jinnette	38.8
I8r-631	May 23, 1934	J. C. Wright	17.9
I8r-630	May 16, 1934	Lester Wilson	3.3
I8r-633	July 23, 1934	J. M. Walker	9.0
I8r-675	Dec. 18, 1935	Joseph Brandejsky	66.3
I8r-676	Dec. 18, 1935	Lloyd Davidson	15.5
I8r-677	Dec. 19, 1935	John A. Marshall	17.8
I8r-685	Dec. 28, 1935	Earl Mack	37.3

EXHIBIT "A" (CONT'D.)

<u>Contract Number</u>	<u>Contract Date</u>	<u>Water User</u>	<u>Acres</u>
I8r-688	Jan. 16, 1936	Joe Steele	51.0
I8r-689	Jan. 16, 1936	John D. O'Connor	155.9
I8r-696	May 11, 1936	C. L. Webber	41.0
I8r-701	June 22, 1936	L. W. George	33.7
I8r-702	June 23, 1936	Stanley F. Kendall	7.4
I8r-702	June 23, 1936	James Sexton	14.8
I8r-703	June 26, 1936	V. C. Jackson	37.0
I8r-704	June 29, 1936	Mary M. Johnson	10.2
I8r-705	July 2, 1936	Lulu Storey	71.6
I8r-793	Nov. 28, 1936	Emil Wells	31.2
I8r-818	May 28, 1937	Gerald D. West	36.0
I8r-820	May 28, 1937	Harold E. Dehlinger	22.9
I8r-821	May 28, 1937	Wilbur Reiling	45.5
I8r-823	June 12, 1937	W. M. Williams	35.6
I8r-824	June 18, 1937	Sam Wong	68.3
I8r-829	Aug. 5, 1937	Stanley C. Masten	36.4
I8r-830	Aug. 5, 1937	A. R. Dickson	15.2
I8r-848	March 5, 1938	M. D. Fiegi	29.0
I8r-865	June 21, 1938	Glen Stough	23.8
I8r-867	June 21, 1938	F. E. Gordon	21.4
I8r-864	June 21, 1938	William Gray	101.6
I8r-864	June 21, 1938	Kelley Robinette	37.9
I8r-866	June 21, 1938	John Lehto	6.9
I8r-896	March 10, 1939	W. M. Williams	28.0
I8r-927	Jan. 30, 1940	John Stirling	16.5
I8r-930	March 5, 1940	Mary M. Johnson	48.7
I8r-931	March 5, 1940	Charles R. Schmeiser	9.9
I8r-937	March 27, 1940	Don M. Smith	65.9
I8r-938	April 12, 1940	J. Leland Pope	123.4
I8r-939	April 16, 1940	Dale Bebbber	95.0
I8r-940	April 18, 1940	West & Lyons	48.3
I8r-941	April 22, 1940	Thomas Lacey	30.1
I8r-943	April 24, 1940	Harvey E. Wise	50.5
I8r-946	May 17, 1940	George Reiling	30.6
I8r-947	June 14, 1940	Otto Balin	85.6
I8r-977	June 24, 1941	Earl Mack	6.4
I8r-1035	March 10, 1942	L. W. George	13.0
I8r-1066	March 26, 1943	Cecil Drew	20.3
I8r-1085	May 10, 1944	George Reiling	20.4
I8r-1088	June 1, 1944	Leland Cheyne	153.1



EXPLANATION

- Klamath Irrigation District Lands
- Oregon Lands Served by United States or another agency under Part (a), Art. 14 of Contract.
- California Lands Served by Klamath Irrigation District under Part (b), Art. 14 of Contract.

NOTE

Project Features marked "reserved" will not be operated or maintained by Klamath Irrigation District.

ROADS

- Primary
- Secondary



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
K L A M A T H P R O J E C T  
O R E G O N — C A L I F O R N I A  
**LANDS SERVICED FROM WORKS  
TRANSFERRED TO KLAMATH IRRIGATION  
DISTRICT JANUARY 1, 1955**

EXHIBIT "C"

NON-DISTRICT LANDS IN OREGON TO BE SERVED THROUGH DISTRIBUTION SYSTEM

INDIVIDUAL WATER RIGHTS:

<u>Serial Number</u>	<u>Public Notice Date</u>	<u>Water User</u>	<u>Acres</u>
49-1	Nov. 18, 1908	C. J. Shuck	9.9
49-4	Nov. 18, 1908	Great Northern Railway	1.1
67-1	Nov. 18, 1908	C. J. Shuck	7.1
67-2	Nov. 18, 1908	Great Northern Railway	12.3
72	Nov. 18, 1908	William Hodges	3.0
80	Nov. 18, 1908	Sarah Hodges	5.8
123	Nov. 18, 1908	Neva Haskins	2.0
152	Nov. 18, 1908	John Turner	5.5
313	Nov. 18, 1908	C. J. Shuck	5.0
346	Nov. 18, 1908	Maurice O'Keefe	1.0
388	Nov. 18, 1908	Loyal Order of Moose	1.0
392	Nov. 18, 1908	David J. Dean	3.6
392-1	Nov. 18, 1908	City of Merrill	1.0
392-2	Nov. 18, 1908	Agnes Welshans	1.3
392-3	Nov. 18, 1908	Kenneth Caldwell	.1
483	Nov. 18, 1908	School District No. 22	2.0
511-1	Nov. 18, 1908	L. A. Geraghty	28.5
511-2	Nov. 18, 1908	Great Northern Railway	4.8
511-4	Nov. 18, 1908	Anton Suty	5.2
550	Nov. 18, 1908	Joe Meeker	1.9

LONG-TERM WATER RENTAL CONTRACTS:

<u>Contract Date</u>	<u>Contract No.</u>	<u>Contractor</u>	<u>Area Served</u>	<u>Term of Contract</u>	<u>Acres</u>
May 23, 1938	I8r-860	Union High School District No. 2	Athletic Field	25*	6
Jan. 14, 1950	I8r-1371	City of Klamath Falls	North Entrance Park	25	10
Jan. 23, 1950	I8r-1372	City of Klamath Falls	Conger Field	25	7

CONTRACT FOR USE OF DRAINAGE SYSTEM FOR SEWAGE DISPOSAL:

	<u>Contract No.</u>	<u>Contractor</u>		
May 10, 1939	I8r-905	City of Malin	**	--

\*Option to renew for additional 25 years

\*\*Indefinite - Either party may cancel on two years notice

I 10-399

This Agreement, Made and entered into this 5th day of October, 1920, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), known as the Reclamation Acts, and acts amendatory thereof or supplementary thereto, and in particular Section 2 of the Act of Congress approved February 21, 1911 (36 Stat., 525), known as the Warren Act, by and between the United States of America, acting in this behalf by John Barton Payne, Secretary of the Interior hereinafter styled the "United States", and the Enterprise Irrigation District, a public corporation organized and existing under the laws of the State of Oregon, with its principal place of business in Klamath County, Oregon, and its office at Klamath Falls, Oregon, hereinafter styled the "District".

Witnesseth:

Whereas the United States, preserving a first right to the lands and entrymen under the Klamath project, is desirous of contracting with the District for the carriage of water not exceeding such excess capacity; and

Whereas the District is organized for and engaged in the furnishing and distributing of water for irrigation purposes;

NOW, THEREFORE, for and in consideration of the mutual and dependent stipulations herein contained, it is hereby covenanted and agreed as follows:

1. The United States will carry such excess water for use as hereinafter provided in full compliance with all the terms and provisions of said Section 2 of the above mentioned Act of Congress of February 21, 1911, and will deliver said water through the Main Canal of the Klamath project to the District at a point in said canal described as follows: Delivery to be made through the turnout located on the northeasterly side of the said Main Canal in the southwest (SW<sup>1/4</sup>) quarter of the northeast quarter (NE<sup>1/4</sup>) of Section thirteen (13), Township thirty-nine (39) South, Range nine (9) East, Willamette Meridian; further allowing said District to discharge seepage water into the project drainage system.

2. It is agreed that the District shall receive said water at the point of delivery herewithabove described and take the same from said Main Canal at said point by means of a turnout on the northeasterly side of said Canal and said water shall be conducted from said turnout to the pumping plant of

the District by a canal constructed by the District. The water to be delivered to the District, as herein provided for, shall be measured immediately beyond the outlet from said turnout by such measuring and controlling devices or such automatic gauges, or both, as shall be satisfactory to the Project Manager or other officer of the United States in charge of said Klamath project, said measuring and controlling devices to be furnished, installed and maintained by and at the expense of the District; provided, however, that said measuring and controlling devices shall be and remain at all times under the complete control of the United States, whose representative may at all times have access to them over the lands of the District, it being understood, however, that all future repairs and renewals necessary to the proper operation of the turnout for delivery of water from the Main Canal will be done at the expense of the District.

3. The District upon receiving the water delivered as herein provided will at its own cost convey the same to the place of use and perform all acts required by law or custom in order to maintain its control over such water and to secure its lawful and proper diversion from the Main Canal of the Klamath project as herein provided for and the beneficial application of the same to District lands. All losses or diminution of such water by reason of seepage, evaporation or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District.

4. It is understood and agreed that water supplied under the terms of this contract shall be used solely for the purpose of distribution by the District to individual water users, and such water shall be supplied only to such areas and used only in the manner prescribed by law for lands in private ownership under the Klamath project, and shall be used solely for the purposes of irrigation and domestic purposes incidental thereto. The United States shall have the right to place inspectors at any point in the District during the irrigation season and to make such measurements, investigations or observations as are or may be necessary in the judgment of the Project Manager for the enforcement of this provision.

5. It is agreed that beneficial use shall be the basis and limit of all right acquired by the District hereunder and that the water herein specified to be delivered shall be supplied solely to the District lands within the limits of the District as now organized; provided that in the event said water proves to be in excess of that required for beneficial use the District may extend its said limits and use the surplus upon additional lands within said extended limits upon first securing the approval of the United States. If water is furnished to such additional lands, the District will pay to the United States Sixteen (\$16.00) Dollars for each acre of such additional land irrigated, payable as follows: Five percentum (5%) of the

total amount on December 1 of the year in which water is first furnished to the additional lands; and the remainder shall be paid in fifteen annual instalments, the first five of which shall each be five per centum (5%) and the remainder each seven per centum (7%) of the total charge. The first of said fifteen annual instalments shall become due and payable December 1 of the fifth calendar year after the initial instalment, and subsequent instalments shall become due and payable on December 1 of each calendar year thereafter. The District will also pay to the United States on account of such additional lands their proportionate part of the annual operation and maintenance cost of the project works used in serving said District, payable December 1 of each year beginning with the year in which water is first furnished such additional lands.

6. It is expressly understood and agreed that the amount of water to be delivered hereunder shall be two (2) acre feet per acre of irrigable land during the usual irrigation season as established on said Klamath project, being approximately that period between May 1 and September 30 of each year; subject always, however, to all of the terms and conditions of this agreement; provided that the United States shall not be obligated to make delivery of water as herein specified except upon written demand on the Project Manager by the District, said written demand to be served on the Project Manager at least three days prior to the beginning of the irrigation season as herein defined; provided, further, that the failure of the District to demand the delivery of water as herein provided or the failure by it to use said water shall not in any way relieve the District of its obligation to pay to the United States the amounts herein agreed upon at the times and in the manner specified. Not more than 0.6 acre feet per acre shall be delivered in any one month.

7. In consideration of the delivery of said water by the United States, or the ability of the United States to make delivery in accordance with the terms hereof (in the event the District fails to demand delivery or to use the water delivered), the District agrees to pay to the United States the sum of Forty-four Thousand Seven Hundred Twelve 00/100 (\$4,712.00) Dollars, together with Two Thousand Nine Hundred Eighty 80/100 (\$2,980.80) Dollars as charge for discharging seepage water into the project drainage system, in instalments as follows: Five per centum (5%) thereof December 1, 1921; five per centum (5%) thereof on December 1 of each of the following years: 1926, 1927, 1928, 1929 and 1930; and seven per centum (7%) thereof on December 1 of the years 1931 to 1940, inclusive.

8. In addition to the amounts hereinabove specified, the District agrees to pay to the United States its proportionate part of the annual operation and maintenance cost of the project works used in serving said District, payable on December 1, 1921, and on December 1 of each year thereafter throughout the life of this contract.

3.0 AC ft  
5 mo.

9. All sums hereinafter to be paid by the District shall bear interest at the rate of six (6%) per centum per annum from the date upon which they become due and payable until paid, and no payment bearing interest shall be accepted by the United States unless accompanied by the amount of interest then due. In case the District neglects or refuses to make any or all of the payments as herein provided when due, the United States may in its discretion refuse to deliver water to the District until such payments shall have been made, in which event the District shall save the United States harmless from claims for damages by reason thereof, or may institute suit or action for the collection of said sums with interest, provided that the United States may in its discretion pursue both remedies simultaneously.

10. The United States shall not be liable for failure to supply water under this contract caused by hostile diversion, unusual drought, interruption of service made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.

11. It is understood and agreed that the terms of this contract shall inure to the benefit of and be binding upon the successors in interest and assigns of either party hereto.

12. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., L. 1109).

In Witness Whereof the parties hereto have caused this instrument to be executed the day and year first above written.

Witnesses:

(Signed) Jas. Harvey

Fred D. Fletcher

C. W. Miller

(Corporate Seal)

THE UNITED STATES OF AMERICA

by (Signed) John Barton Payne

Secretary of the Interior

Enterprise Irrigation

by Burrell Short

President

by G. J. Hilyard

Secretary

State of Oregon )  
                  ) ss.  
County of Elkhath )

This certifies that on this 5th day of October, 1920, before me, the undersigned Fred D. Fletcher a Notary Public in and for said County and State, personally appeared the within named Burrell Short and G. J. Hilyard, President and Secretary, respectively, of the Enterprise Irrigation District, a public corporation, and they being known to me to be such officers and the identical persons described in and who executed the within instrument for and on behalf of the said corporation, and said corporation being known to me to be the identical corporation for and on whose behalf the said instrument was executed and said Burrell Short and G. J. Hilyard did then and there acknowledge to me that they did as such officers as in this certificate described execute the said instrument as and for the act and deed of said corporation in whose name and behalf they executed said instrument, and affixed thereto the corporate seal of said corporation, under authority in them vested by the Board of Directors of said corporation.

Witness my hand and Notarial seal the day and year last above written.

Fred D. Fletcher (Notarial Seal)  
Notary Public for Oregon.

My commission expires August 14 - 1923.

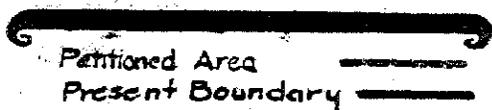


# ENTERPRISE IRRIGATION DISTRICT

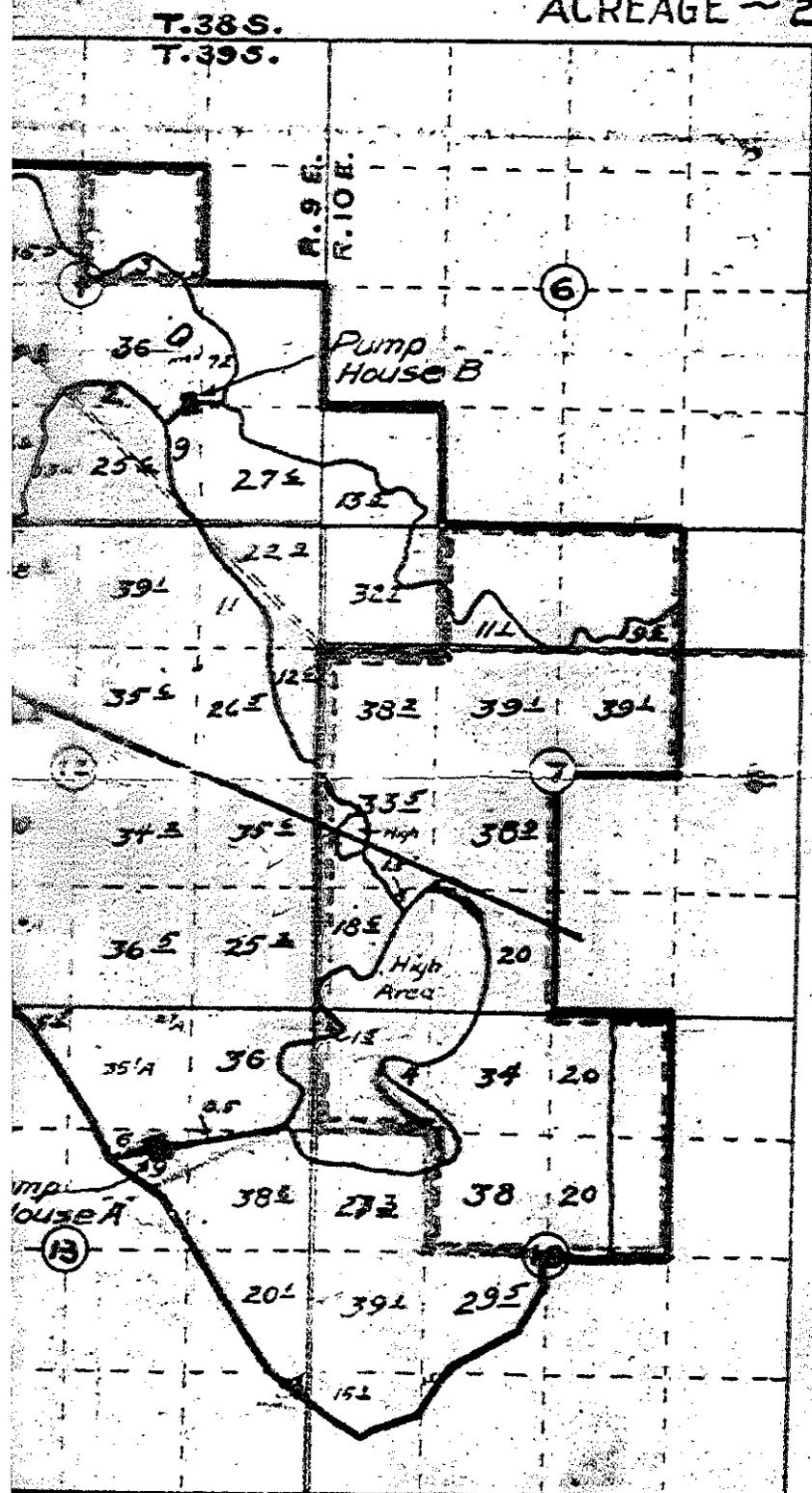
KLAMATH COUNTY OREGON

SCALE 1-IN. = 2000 FT.

## LEGEND



TOTAL IRRIGABLE  
ACREAGE ~ 2980



I, the undersigned, do hereby certify that this map correctly represents the total irrigable acreage of the Enterprise Irrigation District at present date.

Dated August 24, AD. 1920

*D. T. Darley*  
Engineer.

THIS AGREEMENT, made and entered into this 21st  
day of December, 1918, in pursuance of the  
Act of Congress of June 17, 1902, (32 Stat., 388), known as the  
Reclamation Act, and acts amendatory thereof and 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, acting in  
this behalf by S. G. Hopkins Assistant Secretary of the  
Interior Department, hereinafter styled the  
"United States", and the Pine Grove Irrigation District, a pub-  
lic corporation organized and existing under the laws of the  
State of Oregon, with its principal place of business in Klamath  
County, Oregon, and its office at Klamath Falls, Oregon,  
hereinafter styled the "District", WITNESSETH:

WHEREAS the United States, preserving a first right  
to the lands and entrymen under the Klamath Project, is desirous  
of contracting with the District for the impounding, storage  
and carriage of water not exceeding such excess capacity; and

WHEREAS the District is organized for and engaged  
in the furnishing and distributing of water for irrigation  
purposes;

NOW, THEREFORE, for and in consideration of the  
mutual and dependent stipulations herein contained, it is  
hereby covenanted and agreed as follows:

Article 1. The United States will impound, store  
or provide, and carry such excess water for use as hereinafter  
provided in full compliance with all the terms and provisions  
of said Section 2 of the above mentioned Act of Congress of  
February 21, 1911, and will deliver said water through the  
Main Canal and East Branch Canal of the Klamath Project to the  
District at a point in said canal described as follows:  
Delivery to be made through the 9-0-17-J Turnout located on  
the north side of the East Branch Canal in the Northeast Quarter  
of the Southeast Quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section Seventeen (17),  
Township Thirty-nine (39) South, Range Ten (10) East of  
Willamette Meridian; further allowing said District to discharge  
seepage water into the project drainage system.

Article 2. It is agreed that the District shall receive said water at the point of delivery hereinabove described and take the same from said East Branch Canal at said point by means of a turnout on the upper side of said Canal and said water shall be conducted from said turnout to the pumping plant of the District by a canal constructed by the District. The water to be delivered to the District, as herein provided for, shall be measured immediately beyond the outlet from said turnout by such measuring and controlling devices or such automatic gauges, or both, as shall be satisfactory to the Project Manager or other officer of the United States in charge of said Klamath Project, said measuring and controlling devices to be furnished, installed and maintained by and at the expense of the District; provided, however, that said measuring and controlling devices shall be and remain at all times under the complete control of the United States, whose representative may at all times have access to them over the lands of the District, it being understood, however, that all future repairs and renewals necessary to the proper operation of the turnout for delivering of water from the East Branch Canal will be done at the expense of the District.

Article 3. The District upon receiving the water delivered as herein provided will at its own cost convey the same to the place of use and perform all acts required by law or custom in order to maintain its control over such water and to secure its lawful and proper diversion from the East Branch Canal of the Klamath Project as herein provided for and the beneficial application of the same to District lands. All losses or diminution of such water by reason of seepage, evaporation or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District.

Article 4. It is understood and agreed that water supplied under the terms of this contract shall be used solely for the purpose of distribution by the District to individual water users, and such water shall be supplied only to such areas and used only in the manner prescribed by law for lands in private ownership under the Klamath Project, and shall be used solely for the purposes of irrigation and domestic purposes incidental thereto. The United States shall have the right to place inspectors at any point in the district during the irrigation season and to make such measurements, investigations, or observations as are or may be necessary in the judgment of the Project Manager for the enforcement of this provision.

Article 5. It is agreed that beneficial use shall be the basis and limit of all right acquired by the District hereunder and that the water herein specified to be delivered shall be supplied solely to the District lands within the limits of the District as now organized; provided that in the event said water proves to be in excess of that required for beneficial use the District may extend its said limits and use the surplus upon additional lands within said extended limits upon first securing the approval of the United States. If water is furnished to such additional lands, the District will pay to the United States Sixteen Dollars (\$16.00) for each acre of such additional land irrigated, payable as follows: Five per centum (5%) of the total amount on December 1 of the year in which water is first furnished to the additional lands; and the remainder shall be paid in fifteen annual installments, the first five of which shall each be five per centum (5%) and the remainder each seven per centum (7%) of the total charge. The first of said fifteen annual instalments shall become due and payable December 1 of the fifth calendar year after the initial instalment, and subsequent instalments shall become due and payable on December 1 of each calendar year thereafter. The District will also pay to the United States on account of such additional lands an annual operation and maintenance charge of eight (8¢) cents per acre, payable December 1 of each year beginning with the year in which water is first furnished such additional lands.

Article 6. It is expressly understood and agreed that the amount of water to be delivered hereunder shall be two (2) acre-feet per acre of irrigable land during the usual irrigation season as established on said Klamath Project, being approximately that period between May 1 and September 30 of each year; subject always, however, to all of the terms and conditions of this agreement; provided that the United States shall not be obligated to make delivery of water as herein specified except upon written demand on the Project Manager by the District, said written demand to be served on the Project Manager at least three days prior to the beginning of the irrigation season as herein defined; provided, further, that the failure of the District to demand the delivery of water as herein provided or the failure by it to use said water shall not in any way relieve the District of its obligation to pay to the United States the amounts herein agreed upon at the times and in the manner specified.

Article 7. In consideration of the delivery of said water by the United States, or the ability of the United States to make delivery in accordance with the terms hereof (in the event the District fails to demand delivery or to use the water delivered), the District agrees to pay to the United States the

sum of Fourteen Thousand Three Hundred Ten (\$14,310.00) Dollars, together with Nine Hundred Fifty-four 00/100 (\$954.00) Dollars as charge for discharging seepage water into the project drainage system, in instalments as follows:

Five per centum (5%) thereof December 1, 1919; five per centum (5%) thereof on December 1 of each of the following years: 1924, 1925, 1926, 1927 and 1928; and seven per centum (7%) thereof on December 1 of the years 1929 to 1938, inclusive.

Article 8. In addition to the amounts hereinabove specified, the District agrees to pay to the United States as an annual operation and maintenance charge the sum of Seventy-six 32/100 (\$76.32) Dollars per annum, payable on December 1, 1919, and on December 1 of each year thereafter throughout the life of this contract.

Article 9. All sums herein agreed to be paid by the District shall bear interest at the rate of six per centum (6%) per annum from the date upon which they become due and payable until paid, and no payment bearing interest shall be accepted by the United States unless accompanied by the amount of interest then due. In case the District neglects or refuses to make any or all of the payments as herein provided when due, the United States may in its discretion refuse to deliver water to the District until such payments shall have been made, in which event the District shall save the United States harmless from claims for damages by reason thereof, or may institute suit or action for the collection of said sums with interest provided that the United States may in its discretion pursue both remedies simultaneously.

Article 10. The United States shall not be liable for failure to supply water under this contract caused by hostile diversion, unusual drought, interruption of service made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.

Article 11. It is understood and agreed that the terms of this contract shall inure to the benefit of and be binding upon the successors in interest and assigns of either party hereto.

Article 12. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By S. G. Hopkins  
Assistant Secretary

PINE GROVE IRRIGATION DISTRICT

(Corporate Seal)

By S. E. Iconbice  
President

By S. K. McKenzie  
Secretary

STATE OF OREGON

KLAMATH COUNTY

} ss.

This certifies that on this 23rd day of Decem.  
1918, before me, the undersigned, C. G. Hegus,  
Notary Public in and for said County and State, personally  
appeared the within named S. E. Icenbice and S. K. Mc Kenzie,  
President and Secretary, respectively, of the Fine Grove  
Irrigation District, a public corporation, and they being  
known to me to be such officers and the identical persons  
described in and who executed the within instrument for and  
on behalf of the said corporation, and said corporation being  
known to me to be the identical corporation for and on whose  
behalf the said instrument was executed, and said S. E. Icenbice  
and S. K. Mc Kenzie did then and there acknowledge to me that they  
did as such officers as in this certificate described execute the  
said instrument as and for the act and deed of said corporation  
in whose name and behalf they executed said instrument, and  
affixed thereto the corporate seal of said corporation, under  
authority in them vested by the Board of Directors of said corporation.

Witness my hand and Notarial seal the day and year  
last above written.

C. G. Hegus  
Notary Public for Oregon

(Notarial Seal)

My Commission expires April 22, 1921.

KLAMATH PROJECT

CONTRACT

APRIL 10, 1922

KLAMATH IRRIGATION DISTRICT.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
KLAMATH IRRIGATION PROJECT.

---

Contract between the United States and the Klamath Irrigation District amendatory of and supplementary to contracts of July 6, 1918, and June 28, 1920.

---

THIS AGREEMENT, Made this 10th day of  
April, 1922, between the UNITED STATES OF  
AMERICA, herein styled the United States, acting for this  
purpose through E. C. FINNEY, Acting  
Secretary of the Interior, herein styled the Secretary,  
under the provisions of the act of June 17, 1902 (32 Stat.,  
388), and acts amendatory thereof or supplementary thereto,  
herein styled the reclamation law, and the KLAMATH IRRIGATION  
DISTRICT, herein styled the District, an irrigation district  
organized under the laws of the State of Oregon, having its  
principal place of business at Klamath Falls, in said State,  
witnesseth:

Explanatory Recitals

2. WHEREAS, by contract dated July 6, 1918, made  
by the parties hereto and the Klamath Water Users Association,  
it was agreed that the District should pay to the United

States on account of the costs of the Klamath Federal Irrigation project in Oregon, a maximum sum of \$1,363,036.26, exclusive of operation and maintenance charges, penalties and interest, which obligation was intended to cover all construction costs on account of district lands together with certain delinquent operation and maintenance charges against same; and,

3. WHEREAS, the clause "covered by public notices issued pursuant to the Reclamation Law," appearing in the first paragraph of Article 3 of said contract of July 6, 1918, is unnecessary and might hereafter erroneously be construed to eliminate District liability for payment of operation and maintenance charges with respect to certain so-called vested-right lands within the District, which is not in fact intended; and,

4. WHEREAS, by contract dated June 28, 1920, the parties hereto amended the contract of July 6, 1918, by changing the semi-annual dates of payment thereunder from April 20 and October 20 to June 30 and December 31, respectively, in order better to meet the terms of the tax laws of the State of Oregon, and also provided for additional construction work to be performed by the United States for the District at a cost not exceeding \$225,000, of which \$50,000 was to be paid as an operation and main-

tenance charge in five equal instalments of \$10,000 each, the first of which was to be included in the operation and maintenance charge for 1920, and the remainder of said \$225,000 was to be paid as a supplemental construction charge; and,

5. WHEREAS, the contract of July 6, 1918, in Article 3, and the contract of June 28, 1920, in Article 7, provide that as to any amount remaining unpaid after its due date the District shall pay the United States a penalty of one per centum a month; and,

6. WHEREAS, Section 3 of the act of Aug. 13, 1914 (38 Stat., 686), contemplates the payment of such penalties annually and not semi-annually, and it would be equitable to eliminate said penalty as to charges becoming due on June 30 provided they are paid on or before December 31, following, but not as to the penalty on charges becoming due on December 31; and,

7. WHEREAS, on account of the extreme agricultural depression obtaining on the Klamath project during the past year, it seems advisable to advance for three years payment of each of the last four equal annual instalments of \$10,000 each for supplemental construction referred to in Article 4 hereof, so that the second instalment will be added to the operation and maintenance charge for the year 1924 in-

stead of to the operation and maintenance charge for the year 1921; and,

8. WHEREAS, the Van Brimmer Ditch Company has or claims to have a vested right to the use for irrigation of fifty second feet of water from Lower Klamath Lake, for lands outside the District, which right can not be exercised because of the lowering of said lake by the United States in connection with the construction of said Klamath Project, and the company is now receiving said amount of water through the Government canal of said project, but no permanent provision has been made to secure annual payment in perpetuity for the cost of delivering such water; and,

9. WHEREAS, the income from \$50,000 invested according to ordinary business methods, would be sufficient perpetually to pay the annual cost of delivering such water to said company, and if the United States would pay that amount to the District by crediting same upon the District obligations under said contracts of July 6, 1918, and June 28, 1920, the District then would assume payment of said annual cost, which payment it is not now obligated to make;

10. NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

Par.1, Art.3, Contract July 6, 1918, Clarified.

11. To clarify and make more certain the meaning and intent of the first paragraph of Article 3 of said contract of July 6, 1918, the same is hereby amended by striking therefrom the words, "covered by public notices issued pursuant to the Reclamation Law."

Penalty on Instalments due June 30, partly eliminated.

12. Article 3 of contract of July 6, 1918, and Article 7 of contract of June 28, 1920, are amended so as to provide that no penalty shall be added to any unpaid instalment due thereunder from the District to the United States on June 30: Provided, That if any such instalment remains unpaid after December 31 of the same year, the penalty of one per centum per month shall be added after December 31 until paid.

Method of making certain payments changed.

13. Article 6(a) of said contract of June 28, 1920, providing for the addition of certain supplemental construction costs to the operation and maintenance charges during a period of five years, is amended to read as follows:

6(a). Of the sum mentioned in Article 4 hereof, Fifty Thousand Dollars (\$50,000) shall be paid by the District to the United States as an operation and maintenance charge in five equal annual instalments of which the first instalment of \$10,000 has already

been paid and the second instalment shall be added to the operation and maintenance charge for the year 1924, and the subsequent instalments annually thereafter until paid.

Delivery of Water to Van Brimmer Ditch Company.

14. Beginning with the irrigation season of 1922, the District hereby assumes liability for and agrees to pay to the United States on December 31 of each year, commencing December 31, 1922, the annual cost of carrying and delivering water from the Klamath project to the Van Brimmer Ditch Company; and if said cost is not paid when due there shall be added thereto on the first day of each month a penalty of one per centum of the amount until payment is made. In full consideration of this liability assumed by the District, the United States will pay to the District as of January 2, 1922, the sum of Thirty Thousand Dollars (\$30,000.00) by crediting that amount upon obligations due the United States under said contracts of July 6, 1918, and June 28, 1920.

Agency Clause:

15. The District expressly warrants that it has employed no third person to solicit or obtain this contract in its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon

such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder; and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to it hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. It further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid:

Provided, however, It is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the District in the regular course of its business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

Member of Congress Clause.

16. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance, in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

Contract binding on Successors and Assigns.

17. All of the covenants herein contained shall inure to the benefit of and be binding upon the successors and assigns of the respective parties.

IN WITNESS WHEREOF the parties hereto have executed this contract on the day and year first above written.

THE UNITED STATES OF AMERICA

By (Sgd) E. C. FINNEY  
Acting Secretary.

KLAMATH IRRIGATION DISTRICT

(Seal)

By G. W. Offield,  
President.

Attest:

-8-

A. L. Wishard,  
Secretary

Member of Congress Clause

16. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

Contract binding on Successors and Assigns.

17. All of the covenants herein contained shall inure to the benefit of and be binding upon the successors and assigns of the respective parties.

IN WITNESS WHEREOF the parties hereto have executed this contract on the day and year first above written.

THE UNITED STATES OF AMERICA

By E. C. Finney  
Acting Secretary.

CHARLES LEIGHTON DISTRICT

By \_\_\_\_\_

RECEIVED  
AUG 25 1961

# KLAMATH IRRIGATION DISTRICT

HEADQUARTERS OFFICE  
CRYSTAL SPRINGS ROAD  
RT. 2 BOX 542  
KLAMATH FALLS, OREGON

June 9, 1961  
August 23, 1961

*John L. Stewart, Jr.*  
Klamath Irrigation District

Board of Directors  
Mr. Walt W. Fotheringham, Secretary  
Sunnyside Irrigation District  
Merrill, Oregon

Dear Walt:

Enclosed herewith is Original of agreement between your District and Klamath Irrigation District. You unintentionally did not sign on last page of agreement of this Original. Approval, dated March 21, 1961, was received.

Please sign in space designated and return in stamped envelope provided, at your very earliest convenience. and return the Original of agreement to this office in envelope provided.

Very truly yours,

Also enclosed is draft of Resolution of acceptance to be passed by your Board of Directors. You can change this Resolution to suit yourself, but it is adequate as drafted. Please return Original and one copy of said Resolution.

**KLAMATH IRRIGATION DISTRICT**  
*John L. Stewart, Jr.*  
Secretary & Office Manager  
Very truly yours,

Encl: 1

**KLAMATH IRRIGATION DISTRICT**

*John L. Stewart, Jr.*  
Secretary & Office Manager

JLS/ja

Encls: 6

*No filing in Court shown required or necessary*

# KLAMATH IRRIGATION DISTRICT

HEADQUARTERS OFFICE:  
CRYSTAL SPRINGS ROAD  
RT. 2 BOX 542  
KLAMATH FALLS, OREGON

MGR.	R.L.R.
SECTY.	JLS
ASST. MGR.	
ASST. SECTY.	
ASST. DIR.	
ASST. FILE	

June 9, 1961

*Orig  
attch*

*Attach to contract  
in contract file*

Board of Directors  
Sunnyside Irrigation District  
c/o Walt Fotheringham, Secretary  
Merrill, Oregon

Gentlemen:

Enclosed herewith is Original and two copies of Agreement between this District and Sunnyside Irrigation District, which was drawn after your letter of approval, dated March 21, 1961, was received.

At your next Board meeting, please execute as indicated and return the Original and one copy to this office in envelope provided.

Also enclosed is draft of Resolution of acceptance to be passed by your Board of Directors. You can change this Resolution to suit yourself, but it is adequate as drafted. Please return the Original and one copy of said Resolution duly executed along with Agreement.

Very truly yours,

KLAMATH IRRIGATION DISTRICT

*John L. Stewart Jr*  
Secretary & Office Manager

JLS/ja

Encls: 6

*No filing in Court House required or necessary*

RECEIVED

AUG 4 1961

Klamath Irrigation District

R E S O L U T I O N

"WHEREAS, Sunnyside Irrigation District has in the past felt that the contract with the Government was not entirely fair to our District in regards to the method of allocation of Operation and Maintenance charges; and

"WHEREAS, the Klamath Irrigation District has now taken over the Operation and Maintenance of the Main Division of the Klamath Project works and recognizes that this allocation is not entirely equitable; and

"WHEREAS, the Directors of Sunnyside Irrigation District feel that an agreement proposed by the Klamath Irrigation District changing the contract to alter the method of allocation of Operation and Maintenance charges would be much more satisfactory and understandable to our District;

NOW, THEREFORE, BE IT RESOLVED, that Sunnyside Irrigation District through its Board of Directors, execute the agreement which changes the contract with the U. S. Government as pertains to paragraph 5 of said contract.

Done and dated at the office of said District in Klamath County, Oregon, this 28 day of July, 1961.

SUNNYSIDE IRRIGATION DISTRICT

Joe C. Fotheringham  
President

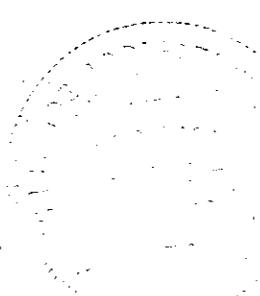
Kendell Moore  
Director

Walt W. Fotheringham  
Director

ATTEST:

Walt W. Fotheringham  
Secretary

S E A L



1 AGREEMENT, This 2nd day of June, 1961, between Sunnyside Irriga-  
2 tion District, hereinafter referred to as Sunnyside, and Klamath Irrigation  
3 District, hereinafter referred to as Klamath,

4 W I T N E S S E T H:

5 WHEREAS, on or about October 24, 1922, a contract was entered into between  
6 the United States of America and Sunnyside, which provided for the carrying of  
7 irrigation water by the United States for Sunnyside and payment of the costs  
8 thereof, including operation and maintenance charges, by Sunnyside to the United  
9 States, paragraph 14 of which said contract provided as follows, to-wit:

10 " 14. In addition to the construction charges described in Article  
11 13, the District agrees to pay to the United States, for the irriga-  
12 ble area of the District as found under Article 12, annual operation  
13 and maintenance charges equal to (a) one-half the acre charge assess-  
14 ed against lands in the Klamath Irrigation District served by gravity,  
15 plus (b) an equitable proportion, as determined by the Secretary, of  
16 any expense incurred by the United States in regulating the water level  
17 of Upper Klamath Lake. An estimate of the total of such operation and  
18 maintenance charge for each irrigation season shall be furnished to  
19 the District by the proper officer of the United States on or before  
20 August 1, of the preceding year, and the total of such estimate shall  
21 be paid by the District to the United States on July 1 of the year  
22 following the year in which such estimate is furnished.

and

18 WHEREAS, thereafter, on or about June 6, 1927, an amendatory contract was  
19 entered into between said parties, paragraph 5 of which amendatory contract  
20 provided as follows,

21 " 5. Article fourteen (14) of the agreement of October 14, 1922,  
22 is hereby amended to the extent that the estimated operation and  
23 maintenance charges due thereunder shall be paid to the United States  
24 or to its successors in the operation of the Main Division of the  
25 Klamath Project, semi-annually in advance of the delivery of water.  
26 One-half of such charges shall be due and payable on January 1 of  
27 each year beginning January 1, 1928, and the balance thereof shall be  
28 due and payable on July 1 of each year, and no water shall be delivered  
29 to any water user until such charges have been paid by the District.  
30 On or before September 1, 1927, and on or before September 1 of each  
31 year thereafter, the District will be furnished with a statement  
32 covering the estimated cost of operation and maintenance for the  
succeeding year and any differences that may later develop between  
the estimated cost and the actual cost of operation and maintenance  
will be adjusted and reconciled in the estimates for the following year."

and

30 WHEREAS, by Article 10 of the contract between the United States and Klamath,  
31 dated September 17, 1954, it was provided that Klamath assume the operations of  
32 the United States for delivery of water to other water users, including Sunnyside,

1 and that Klamath would be paid moneys becoming due from such water users and  
2 districts for their proportionate part of the annual operation and maintenance  
3 costs, by reason of which Sunnyside is obligated to pay to Klamath its propor-  
4 tionate part of the operation and maintenance costs of the project works used in  
5 serving the District; and

6 WHEREAS, the formula heretofore used in arriving at such proportionate part  
7 of such costs to be paid by Sunnyside is extremely difficult and has been the  
8 source of dispute,

9 NOW, THEREFORE, It is hereby agreed between the parties hereto as follows,  
10 to-wit:

11 1. In lieu of payment to be made Klamath by Sunnyside as above set forth,  
12 Sunnyside agrees to pay Klamath as annual operation and maintenance charges for  
13 the irrigable area of Sunnyside an amount per acre equal to 50% of the acre  
14 charge assessed by Klamath against lands lying within Klamath which are served  
15 by gravity.

16 2. An estimate of the amount of such charge shall be furnished by Klamath  
17 to Sunnyside on or before September 1 of each year and the total of such estimat-  
18 ed charges shall be paid by Sunnyside to Klamath in two equal installments, the  
19 first on or before January 1 and the second on or before July 1 of the year  
20 following that in which the notice is given, and no water will be delivered to or  
21 for Sunnyside or lands within Sunnyside while any payment is in default.

22 3. At the time the annual assessment is made by Klamath on lands lying with-  
23 in Klamath in the year in which payments become due it from Sunnyside if the  
24 amount of such assessment on Klamath lands is greater than the amount estimated  
25 therefor based on which the estimated charge has theretofore been furnished  
26 Sunnyside, Klamath shall promptly notify Sunnyside of the amount of the excess,  
27 and Sunnyside shall include 50% thereof in the payment to be made by it to Klamath  
28 on or before July 1. In case such assessment shall be less than the amount esti-  
29 mated therefor, Klamath shall notify Sunnyside thereof and allow it credit for  
30 50% thereon on the payment to be made on or before July 1.

31 IN WITNESS WHEREOF, Each of the parties hereto have caused these presents  
32 to be executed by its President and Secretary pursuant to Resolution of its

1 Board of Directors first duly adopted and entered.

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SUNNYSIDE IRRIGATION DISTRICT

by *Joe C. Fotheringham*  
President

by *Robert W. Fotheringham*  
Secretary

KLAMATH IRRIGATION DISTRICT

by *J. H. P. Patten*  
President

by *John L. Stewart Jr*  
Secretary

*Iir-174*

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
KLAMATH IRRIGATION PROJECT

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Contract between United States and Sunnyside Irrigation District  
for Construction of works and sale of water

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THIS AGREEMENT, made and entered into this --24th

day of October, 1922, in pursuance of the Act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, particularly the Warren Act of February 21, 1911 (36 Stat., 925), all herein styled the reclamation law, by and between THE UNITED STATES OF AMERICA, herein styled the United States, acting in this behalf by E. C. Finney First Assistant, Secretary of the Interior, herein styled the Secretary, and the SUNNYSIDE IRRIGATION DISTRICT, herein styled the District a public corporation organized under the laws of the State of Oregon, having its principal place of business in Klamath County, Oregon, witnesseth:

Explanatory Recitals

2. WHEREAS, the United States is now constructing the Klamath Irrigation project in Oregon and California, and after providing water sufficient for irrigating lands within the limits of said project, will have available from Upper Klamath Lake an additional supply of water, and

3. WHEREAS, the District was organized for the purpose of securing and distributing water for the irrigation of its lands, and desires the United States to construct certain irrigation works and supply irrigation water from the Klamath project for such district lands.

4. NOW, THEREFORE, for and in consideration of the mutual and dependent stipulations herein set forth, it is hereby covenanted and agreed as follows:

Furnishing of Water by United States

5. The United States will impound, store or otherwise provide water for the irrigation of District lands, and deliver same to the District through Canal C near the Southerly end of the Adams Flume over Lost River in the Northeast quarter (NE $\frac{1}{4}$ ) of Section three (3), Township forty-one (41) South, Range ten (10) E., W. M. The water so delivered shall not exceed the amount that can be furnished, as determined by the Secretary, at a cost of Thirty-four Dollars (\$34.00) per acre; nor shall it exceed two acre-feet per acre of irrigable land during the usual irrigation season as established on the Klamath project, being approximately that period from April 15 to September 30, inclusive, of each year; and in no event shall it exceed 0.6 acre-feet of water per irrigable acre in any one month; Provided, That all rights to the use and delivery of water acquired by the District under this contract are inferior and subject to prior rights reserved for the lands of the Klamath project.

Water to be delivered only on demand

6. The United States shall make delivery of water hereunder only upon written demand of the District served on the Project Manager of the Klamath Project, at least three days prior to the beginning of the irrigation season as herein defined. The failure of the District to make such demand or the failure by it to use said water shall not in any way relieve the District of its obligation to pay to the United States the amounts herein agreed upon at the times and in the manner specified.

Measurement of Water

7. The water to be delivered to the District hereunder, shall be measured immediately beyond the outlet from said turnout by such measuring and controlling devices or such automatic gauges, or both, as shall be satisfactory to the Project Manager or other officer of the United States in charge of the Klamath project. Said measuring and controlling devices shall be furnished, installed and maintained by and at the expense of the District, but they shall be and remain at all times under the complete control of the United States, whose representative may at all times have access to them over the lands of the District. All future repairs and renewals necessary to the proper operation of said turnout for delivery of water from the canal shall be done at the expense of the District.

Receipt of Water by District

8. The District shall receive said irrigation water at the point of delivery above stated by means of said turnout, and shall at its own expense convey the water to the pumping plant of the District through a canal constructed by the District, and shall perform all acts required by law or custom in order to maintain its control over such water and to secure its lawful and proper diversion from the Canal of the Klamath Project as herein provided for, and the beneficial application of the same to District lands.

Shortage of Water

9. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water provided for herein, and while the United States will use all reasonable means to guard against such shortages, in no event shall any liability accrue against the United States, its officers, agents or employees, for any damage, direct or indirect, arising therefrom, and the payments due hereunder shall not be reduced because of any such shortage. All losses or diminution of water by reason of seepage, evaporation or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District.

Waste and Seepage Waters

10. The United States reserves the right to collect for use on the Klamath project all waste and seepage water coming from the lands of the District. The District shall have the right to discharge waste and seepage water into the drainage system of the Klamath Project.

Operation of Irrigation System

11. In the distribution of the water supply provided for herein, the District shall comply with all of the applicable provisions of the reclamation law and the regulations of the Secretary thereunder; and will operate and maintain its irrigation system to be constructed hereunder to the satisfaction of the United States. The United States assumes no responsibility whatever for the safety, integrity, or operation of the same or any portion thereof, and the District will hold the United States and its officers, agents and employees harmless from any and all claims arising in connection therewith. During the irrigation season the United States shall have the right to place inspectors at any point in the District to make such measurements, investigations, or observations as in the judgment of the Project Manager may be necessary for the enforcement of the provisions of this contract.

Determination of Charges Payable by District

12. As soon as practicable, the secretary shall determine

the irrigable area of the District, and the amount of the construction charges to be paid by the District to the United States under this contract, and shall give notice of same to the District. The irrigable area so determined by the Secretary shall be the basis upon which shall be computed all construction and operation and maintenance charges hereunder. The construction cost chargeable to the District under this contract shall include (a) all sums expended by the United States prior to the execution of this contract, or which may hereafter be expended by the United States, in surveys and investigations in connection with the irrigation of District lands, (b) an equitable proportion of the costs of enlargement of project distributaries required for delivery of water to all proposed pumping districts containing an estimated irrigable area of 20,000 acres. Both the construction cost and the operation and maintenance cost chargeable to the District under this contract shall embrace all expense of whatsoever kind in connection with, growing out of, or resulting from the work in question, including the cost of labor, material, equipment, engineering, legal work, superintendence, administration, overhead, right of way,

property and damages of all kinds. In determining the total amount of costs the project books of the United States Reclamation Service shall be conclusive, and in determining the equitable proportion of such costs chargeable to the District the determination of the Secretary shall be conclusive.

Construction Charges Payable by District.

13. The District agrees to pay to the United States the following described amounts as construction charges in the manner mentioned below, to wit:

(a) The cost of irrigation works equitably apportioned by the Secretary against the irrigable area of the lands of the District, as provided by Article 12, as follows: Five per centum (5%) thereof as the initial instalment, on December 1st of the year first following the year when water is available, as determined by the Secretary, for lands of the District, and the balance of such cost in fifteen annual instalments, the first five of which shall be five per centum of the construction charge and the remainder shall each be seven per centum thereof until the whole amount shall have been paid. The first of such fifteen annual instalments shall become due and payable December first of the fifth calendar year after the initial instalment; provided that the District may pay the whole or any part of the construction charges within any shorter period.

The total amount of construction charges payable by the District to the United States under this article shall in no event exceed the sum of \$ 26,826.00, exclusive of penalties.

Operation and Maintenance Charges Payable by District.

14. In addition to the construction charges described in Article 13, the District agrees to pay to the United States, for the irrigable area of the District as found under Article 12, annual operation and maintenance charges equal to (a) one-half the acre charge assessed against lands in the Klamath Irrigation District served by gravity, plus (b) an equitable proportion, as determined by the Secretary, of any expense incurred by the United States in regulating the water level of Upper Klamath Lake. An estimate of the total of such operation and maintenance charge for each irrigation season shall be furnished to the District by the proper officer of the United States on or before August 1, of the preceding year, and the total of such estimate shall be paid by the District to the United States on July 1 of the year following the year in which such estimate is furnished.

Penalty for Delinquency in Payment.

15. To every instalment of money required to be paid under this contract which shall remain unpaid after the same shall have become due, there shall be added at once a penalty of one per centum (1%) thereof, and thereafter a like penalty of one per centum (1%) on the first of each month so long as such default shall continue; and the District hereby agrees to pay said penalty.

Levy and Assessment of Taxes by District.

16. The District agrees that it will cause to be levied and

collected all necessary assessments and will use all the powers and resources of the District, including the taxing power of the District, and the power to withhold delivery of water, to collect and pay to the United States all charges provided in this contract in full on or before the day that the same become due.

Default by Individual Landowners

17. The District as a whole is obligated to pay to the United States the full amount herein agreed upon according to the terms stated, regardless of individual default in the payment of any assessment levied by the District.

Refusal of Water in Case of Default

18. The United States reserves the right to refuse to deliver water to the District, in the event of default for a period of more than one year in any payment due the United States under this contract. Upon request of the United States, the District shall refuse water service to all lands which may be in default for more than one year in the payment of any assessment levied thereunder. The provisions of this Article are not exclusive, and shall not in any manner hinder the United States from exercising any other remedy to enforce collection of any amount due hereunder.

Access to Books and Records

19. The proper officials of the District shall have full and free access to the project books and official records of the United States Reclamation Service, so far as they relate to the

matters covered by this contract and the right at any time

during office hours to make copies of and from the same, and the representatives of the United States shall have the same right in respect to the books and records of the District.

Change in Organization of District.

20. While this contract is in effect no change shall be made in the organization of the District, either by inclusion or exclusion of lands, by consolidation or merger with another district, by proceedings to dissolve, or otherwise, except upon the written assent thereto of the Secretary.

Secretary may Make and Modify Regulations.

21. There is reserved to the Secretary the right to make regulations and to modify the same in his discretion in general harmony, however, with this contract, to the end that the true intent of the law and of this contract shall be carried into full effect.

Assurances Relating to Validity of Contract

22. The execution of this contract shall be authorized by the qualified electors of the District at an election held for that purpose. Thereafter, without delay, the District shall prosecute proceedings in court for a judicial confirmation of the organization of the District and the making of this contract. The United States shall not be obligated to make

any expenditure hereunder until a confirmatory judgment in such proceedings shall have been rendered; and if ground for appeal from such judgment shall have been laid, until decision favorable to the contract shall have been finally made. The District shall furnish the United States for its files certified copies of all proceedings relating to its organization and to the election upon this contract.

Contract Subject to Appropriations by Congress

23. This contract is subject to appropriations being made by Congress, from year to year, of moneys sufficient to do the work provided for herein. No liability shall accrue against the United States by reason of such moneys not being appropriated. Should only a portion of the moneys necessary to complete the work be so provided, then the amount to be repaid by the District to the United States for such work shall be reduced to an amount equal to the sum actually expended.

Member of Congress Clause

24. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing,

however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

Successors and Assigns Obligated

25. The terms of this contract shall inure to the benefit of and be binding upon the successors in interest and assigns of either party hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed by their respective officers the day and year first above written.

UNITED STATES OF AMERICA

By E. C. Finney  
First Assistant Secretary of the Interior

SUNNYSIDE IRRIGATION DISTRICT

By Henry Voss  
President.

(SEAL)

J. L. Fotheringham  
Secretary.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE  
KLAMATH IRRIGATION PROJECT

Contract between United States and Shasta View Irrigation District  
for Construction of works and sale of water

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THIS AGREEMENT, made and entered into this 6th  
day of October, 1922, in pursuance of the Act of  
June 17, 1902 (32 Stat., 388), and acts amendatory thereof or  
supplementary thereto, particularly the Warren Act of February 21,  
1911 (36 Stat., 925), all herein styled the reclamation law, by  
and between THE UNITED STATES OF AMERICA, herein styled the  
United States, acting in this behalf by E. C. Finney,  
First Assistant, Secretary of the Interior, herein styled  
the Secretary, and the Shasta View Irrigation District,  
herein styled the District a public corporation organized under  
the laws of the State of Oregon, having its principal place of  
business in Klamath County, Oregon, witnesseth:

Explanatory Recitals

2. WHEREAS, the United States is now constructing the  
Klamath Irrigation project in Oregon and California, and after  
providing water sufficient for irrigating lands within the  
limits of said project, will have available from Upper Klamath  
Lake an additional supply of water, and

3. WHEREAS, the District was organized for the purpose  
of securing and distributing water for the irrigation of its  
lands, and desires the United States to construct certain  
irrigation works and supply irrigation water from the Klamath  
project for such district lands.

4. NOW THEREFORE, for and in consideration of the mutual and dependent stipulations herein set forth, it is hereby covenanted and agreed as follows:

Enlargement of Canals by United States

5. The United States agrees to enlarge the C and D canals of the Klamath Project so as to permit the delivery of irrigation water therefrom to 8,500 irrigable acres of additional land, including the irrigable area of the District, and will expend on such enlargement not to exceed the sum of One Hundred Thirty-Six Thousand Dollars (\$136,000.00); Provided: That no expenditure shall be made until all of said 8,500 acres are obligated by contract to repay the cost of such enlargement, nor until, in the opinion of the Secretary, effective arrangements have been completed to finance the construction of such pumping plants and distribution systems as may be necessary for the irrigation of all of said 8,500 acres of land.

Construction of Drainage Works by United States.

6. If, in the opinion of the Secretary, additional drainage of lands within the Klamath project and outside of the District, later becomes necessary because of increased seepage arising from works constructed under Article 5, then the United States will construct necessary drainage works for such lands and the District shall pay its equitable proportionate part of the cost thereof,

as found by the Secretary and announced by him to the District, not exceeding, however, Ten Dollars (\$10.00) for each irrigable acre of District Lands.

Furnishing of Water by United States

7. The United States will impound, store or otherwise provide water for the irrigation of District lands, and deliver same to the District through the Adams or D Canal of the Klamath Project, at a turnout located on the north side of said canal in the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Sec. 9, T. 41 S., R. 12 E., W.N. The water so delivered shall not exceed the amount that can be furnished, as determined by the Secretary, at a cost of Thirty-four Dollars (\$34.00) per acre, excluding any drainage cost under Article 6; nor shall it exceed two acre-feet per acre of irrigable land during the usual irrigation season as established on the Klamath Project, being approximately that period from April 15 to September 30, inclusive, of each year; and in no event shall it exceed 0.6 acre-feet of water per irrigable acre in any one month; Provided, That all rights to the use and delivery of water acquired by the District under this contract are inferior and subject to prior rights reserved for the lands of the Klamath Project.

Water to be delivered only on demand

8. The United States shall make delivery of water hereunder only upon written demand of the District served on the Project Manager of the Klamath Project, at least three days prior to the beginning of the irrigation season as herein defined. The failure of the District to make such demand or the failure by it to use said water shall not in any way relieve the District of its obligation to pay to the United States the amounts herein agreed upon at the times and in the manner specified.

Measurement of Water

9. The water to be delivered to the District hereunder, shall be measured immediately beyond the outlet from said turnout by such measuring and controlling devices or such automatic gauges, or both, as shall be satisfactory to the Project Manager or other officer of the United States in charge of the Klamath project. Said measuring and controlling devices shall be furnished, installed and maintained by and at the expense of the District, but they shall be and remain at all times under the complete control of the United States, whose representative may at all times have access to them over the lands of the District. All future repairs and renewals necessary to the proper operation of said turnout for delivery of water from the canal shall be done at the expense of the District.

Receipt of Water by District

10. The District shall receive said irrigation water at the point of delivery above stated by means of said turnout, and shall at its own expense convey the water to the pumping plant of the District through a canal constructed by the District, and shall perform all acts required by law or custom in order to maintain its control over such water and to secure its lawful and proper diversion from the Adams or D Canal of the Klamath Project as herein provided for, and the beneficial application of the same to District lands.

Shortage of Water

11. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water provided for herein, and while the United States will use all reasonable means to guard against such shortages, in no event shall any liability accrue against the United States, its officers, agents or employees, for any damage, direct or indirect, arising therefrom, and the payments due hereunder shall not be reduced because of any such shortage. All losses or diminution of water by reason of seepage, evaporation or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District.

Waste and Seepage Waters

12. The United States reserves the right to collect for use on the Klamath project all waste and seepage water coming from the lands of the District. The District shall have the right to discharge waste and seepage water into the drainage system of the Klamath project.

Operation of Irrigation System

13. In the distribution of the water supply provided for herein, the District shall comply with all of the applicable provisions of the reclamation law and the regulations of the Secretary thereunder; and will operate and maintain its irrigation system to be constructed hereunder to the satisfaction of the United States. The United States assumes no responsibility whatever for the safety, integrity, or operation of the same or any portion thereof, and the District will hold the United States and its officers, agents and employees harmless from any and all claims arising in connection therewith. During the irrigation season the United States shall have the right to place inspectors at any point in the District to make such measurements, investigations, or observations as in the judgment of the Project Manager may be necessary for the enforcement of the provisions of this contract.

Determination of Charges Payable by District

14. As soon as practicable, the Secretary shall determine the irrigable area of the District, and the amount of the construction charges to be paid by the District to the United States under this contract, and shall give notice of same to the District. The irrigable area so determined by the Secretary shall be the basis upon which shall be computed all construction and operation and maintenance charges hereunder. The construction cost chargeable to the District under this contract shall include (a) all sums expended by the United States prior to the execution of this contract, or which may hereafter be expended by the United States, in surveys and investigations in connection with the irrigation of District lands, (b) an equitable proportion of the cost of the main canal of the Klamath project, (c) an equitable proportion of the cost of enlarging the C, C to G, D and G Canals, and (d) the cost of drainage work, if any, described in Article 6 hereof. Both the construction cost and the operation and maintenance cost chargeable to the District under this contract shall embrace all expense of whatsoever kind in connection with, growing out of, or resulting from the work in question, including the cost of labor, material, equipment, engineering, legal work, superintendence, administration, overhead, right of way, property and damages of all kinds. In determining the total amount of costs the project books of the United States Reclamation Service shall be conclusive, and

in determining the equitable proportion of such costs chargeable to the District the determination of the Secretary shall be conclusive.

Construction Charges Payable by District.

15. The District agrees to pay to the United States the following described amounts as construction charges in the manner mentioned below, to wit:

(a) The cost of irrigation works (exclusive of drainage works, if any, as provided by Article 6) equitably apportioned by the Secretary against the irrigable area of the lands of the District, as provided by Article 14, as follows: Five per centum (5%) thereof as the initial installment, on December 1st of the year first following the year when water is available, as determined by the Secretary, for lands of the District, and the balance of such cost in fifteen annual installments, the first five of which shall be five per centum of the construction charge and the remainder shall each be seven per centum thereof until the whole amount shall have been paid. The first of such fifteen annual installments shall become due and payable December first of the fifth calendar year after the initial installment; provided that the District may pay the whole or any part of the construction charges within any shorter period.

(b) The cost of drainage works, if any, as provided

by Article 6, not exceeding the sum of Ten Dollars (\$10.00) for each irrigable acre of land within the District, which shall be paid in four equal annual installments, commencing on December 1, of the year next succeeding the year when the last installment under subdivision (a) of this Article shall become due.

The total amount of construction charges payable by the District to the United States under this article shall in no event exceed the sum of \$ 184,800.00 , exclusive of penalties.

Operation and Maintenance charges Payable by District.

16. In addition to the construction charges described in Article 15, the District agrees to pay to the United States, for the irrigable area of the District as found under Article 14, annual operation and maintenance charges equal to (a) one-half the acre charge assessed against lands in the Klamath Irrigation District served by gravity, plus (b) an equitable proportion, as determined by the Secretary, of any expense incurred by the United States in regulating the water level of Upper Klamath Lake. An estimate of the total of such operation and maintenance charge for each irrigation season shall be furnished to the District by the proper officer of the United States on or before August 1, of the preceding year, and the total of such estimate shall be paid by the District to the United States on July 1 of the year following the year in which such estimate is furnished.

Penalty for Delinquency in Payment.

17. To every installment of money required to be paid under

this contract which shall remain unpaid after the same shall have become due, there shall be added at once a penalty of one per centum (1%) thereof, and thereafter a like penalty of one per centum (1%) on the first of each month so long as such default shall continue; and the District hereby agrees to pay said penalty.

Levy and Assessment of Taxes by District.

18. The District agrees that it will cause to be levied and collected all necessary assessments and will use all the powers and resources of the District, including the taxing power of the District, and the power to withhold delivery of water, to collect and pay to the United States all charges provided in this contract in full on or before the day that the same become due.

Default by Individual Landowners.

19. The District as a whole is obligated to pay to the United States the full amount herein agreed upon according to the terms stated, regardless of individual default in the payment of any assessment levied by the District.

Refusal of Water in Case of Default.

20. The United States reserves the right to refuse to deliver water to the District, in the event of default for a period of more than one year in any payment due the United States under this contract. Upon request of the United States, the District shall refuse water service to all lands which may be in default for more than one year in the payment of any assessment levied thereunder. The provisions of this Article are not exclusive, and shall not in any manner

hinder the United States from exercising any other remedy to enforce collection of any amount due hereunder.

Access to Books and Records.

21. The proper officials of the District shall have full and free access to the project books and official records of the United States Reclamation Service, so far as they relate to the matters covered by this contract and the right at any time during office hours to make copies of and from the same, and the representatives of the United States shall have the same right in respect to the books and records of the District.

Changes in Organization of District.

22. While this contract is in effect no change shall be made in the organization of the District, either by inclusion or exclusion of lands, by consolidation or merger with another district, by proceedings to dissolve, or otherwise, except upon the written assent thereto of the Secretary.

Secretary may Make and Modify Regulations.

23. There is reserved to the Secretary the right to make regulations and to modify the same in his discretion in general harmony, however, with this contract, to the end that the true intent of the law and of this contract shall be carried into full effect.

Assurances Relating to Validity of Contract.

24. The execution of this contract shall be authorized by the qualified electors of the District at an election held for

that purpose. Thereafter, without delay, the District shall prosecute proceedings in court for a judicial confirmation of the organization of the District and the making of this contract. The United States shall not be obligated to make any expenditure hereunder until a confirmatory judgment in such proceedings shall have been rendered; and if ground for appeal from such judgment shall have been laid, until decision favorable to the contract shall have been finally made. The District shall furnish the United States for its files certified copies of all proceedings relating to its organization and to the election upon this contract.

Contract Subject to Appropriations by Congress.

25. This contract is subject to appropriations being made by Congress, from year to year, of moneys sufficient to do the work provided for herein. No liability shall accrue against the United States by reason of such moneys not being appropriated. Should only a portion of the moneys necessary to complete the work be so provided, then the amount to be repaid by the District to the United States for such work shall be reduced to an amount equal to the sum actually expended.

Member of Congress Clause.

26. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon,

Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

Successors and Assigns Obligated.

27. The terms of this contract shall inure to the benefit of and be binding upon the successors in interest and assigns of either party hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed by their respective officers the day and year first above written.

UNITED STATES OF AMERICA

By E. C. Finney  
First Assistant Secretary of the Interior

Witnesses:

W. A. Layman

Chas. C. Hulet

SHASTA VIEW IRRIGATION DISTRICT

By C. M. Kirkpatrick  
President.

By O. E. Hunt  
Secretary

(SEAL)

STATE OF OREGON

SS

County of Klamath,

This certifies that on this the 6th day of October, 1922, before me, the undersigned Fred D. Fletcher, a Notary Public in and for said County and State, personally appeared the within named C. M. Kirkpatrick, and O. E. Hunt, President and Secretary, respectively, of the Shasta View Irrigation District, a public corporation, and they being known to me to be such officers and the identical persons described in and who executed the within instrument for and on behalf of said corporation, and said corporation being known to me to be the identical corporation for and on whose behalf the said instrument was executed and said C. M. Kirkpatrick and O. E. Hunt did then and there acknowledge to me that they did as such officers as in this certificate described execute the said instrument as and for the act and deed of said corporation in whose name and behalf they executed said instrument, and affix thereto the corporate seal of said corporation, under authority in them vested by the Board of Directors of said corporation.

Witness my hand and Notarial seal the day and year last above written.

Fred D. Fletcher  
Notary Public for Oregon.

(SEAL)

My commission expires August 14, 1923.

**"MATTER OF EXECUTION OF CONTRACT WITH THE  
UNITED STATES OF AMERICA FOR A WATER RIGHT  
FOR THE LANDS OF THE DISTRICT.**

The following resolution was duly and regularly made,  
seconded and unanimously carried:

WHEREAS, at an election held by and within the Shasta View Irrigation District on the 28th day of July A.D. 1922, the legal voters and electors of the Shasta View Irrigation District, by a majority of the votes cast at said election, duly authorized the execution of the contract for a water right for the lands of the District, Submitted by the United States of America, and

WHEREAS The Board of Directors of the Shasta View Irrigation District now deem it advisable that said contract should be duly executed,

NOW THEREFORE BE IT RESOLVED, that the President and Secretary are hereby authorized to execute said contract with the United States of America for and on behalf of the Shasta View Irrigation District of Klamath County, Oregon."

I, O. E. Hunt, do hereby certify that I am the duly elected, qualified and acting Secretary of the Shasta View Irrigation District of Klamath County, Oregon.

That the foregoing is a true and correct copy of the original resolution passed by the Board of Directors of the Shasta View Irrigation District in the matter of the execution of the contract with the United States of America for a water right for the District as the same appears of record in the original minutes and files of said District in my keeping and possession as Secretary of the District.

That said resolution was duly and regularly passed by the Board of Directors of said District at a regular meeting of said Board of Directors held upon the 31st day of July, A. D. 1922.

O. E. Hunt  
Secretary of Shasta View Irrigation  
District of Klamath County, Oregon.

(SEAL)

DEPARTMENT OF THE INTERIOR

17-195

UNITED STATES RECLAMATION SERVICE

KLAMATH IRRIGATION PROJECT

----

Contract Between United States and Malin Irrigation District  
for Construction of Works and Sale of Water.

----

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THIS AGREEMENT, made and entered into this 9th  
day of September, 1922, in pursuance of the Act of  
June 17, 1902 (32 Stat., 380), and acts amendatory thereof or  
supplementary thereto, particularly the Warren Act of February  
21, 1911 (36 Stat., 925), all herein styled the reclamation  
law, by and between THE UNITED STATES OF AMERICA, herein styled  
the United States, acting in this behalf by H. C. Finney,  
First Assistant Secretary of the Interior, herein styled  
the Secretary, and the KLAMATH IRRIGATION DISTRICT,  
herein styled the District a public corporation organized under  
the laws of the State of Oregon, having its principal place of  
business in Klamath County, Oregon, witnesseth:

Explanatory Recitals

2. WHEREAS, the United States is now constructing the  
Klamath Irrigation project in Oregon and California, and after  
providing water sufficient for irrigating lands within the limits  
of said project, will have available from Upper Klamath Lake an  
additional supply of water, and

3. WHEREAS, the District was organized for the purpose of  
securing and distributing water for the irrigation of its lands,  
and desires the United States to construct certain irrigation  
works and supply irrigation water from the Klamath project for  
such district lands.

4. NOW, THEREFORE, for and in consideration of the mutual and dependent stipulations herein set forth, it is hereby covenanted and agreed as follows:

Enlargement of Canals by United States.

5. The United States agrees to enlarge the A and B canals of the Klamath project so as to permit the delivery of irrigation water therefrom to 8,500 irrigable acres of additional land, including the irrigable area of the District, and will expend on such enlargement not to exceed the sum of One Hundred Thirty-six Thousand Dollars (\$136,000.00); Provided: That no expenditure shall be made until all of said 8,500 acres are obligated by contract to repay the cost of such enlargement, nor until, in the opinion of the Secretary, effective arrangements have been completed to finance the construction of such pumping plants and distribution systems as may be necessary for the irrigation of all of said 8,500 acres of land.

Construction of Drainage Works by United States.

6. If, in the opinion of the Secretary, additional drainage of lands within the Klamath project and outside of the District, later becomes necessary because of increased seepage arising from works constructed under Article 5, then the United States will construct necessary drainage works for such lands and the District shall pay its equitable proportionate part of the cost thereof, as found by the Secretary and announced by him to the District, not

exceeding, however, Ten Dollars (\$10.00) for each irrigable acre of District lands.

Furnishing of Water by United States.

7. The United States will impound, store or otherwise provide water for the irrigation of District lands, and deliver same to the District through the Adams or D Canal of the Klamath project, at a turnout located on the north side of said canal in the SE<sup>1</sup> OF NE<sup>1</sup> of Sec. 16, T. 41, R. 12 E., W. M. The water so delivered shall not exceed the amount that can be furnished, as determined by the Secretary, at a cost of Thirty-four Dollars (\$34.00) per acre, excluding any drainage cost under Article 6; nor shall it exceed two acre-feet per acre of irrigable land during the usual irrigation season as established on the Klamath project, being approximately that period from April 15 to September 30, inclusive, of each year; and in no event shall it exceed 0.6 acre-feet of water per irrigable acre in any one month; Provided, That all rights to the use and delivery of water acquired by the District under this contract are inferior and subject to prior rights reserved for the lands of the Klamath project.

Water to be Delivered only on Demand.

8. The United States shall make delivery of water hereunder only upon written demand of the District served on the

Project Manager of the Klamath project, at least three days prior to the beginning of the irrigation season as herein defined. The failure of the District to make such demand or the failure by it to use said water shall not in any way relieve the District of its obligation to pay to the United States the amounts herein agreed upon at the time and in the manner specified.

Measurement of Water.

9. The water to be delivered to the District hereunder, shall be measured immediately beyond the outlet from said turnout by such measuring and controlling devices or such automatic gauges, or both, as shall be satisfactory to the Project Manager or other officer of the United States in charge of the Klamath project. Said measuring and controlling devices shall be furnished, installed and maintained by and at the expense of the District, but they shall be and remain at all times under the complete control of the United States, whose representative may at all times have access to them over the lands of the Districts. All future repairs and renewals necessary to the proper operation of said turnout for delivery of water from the canal shall be done at the expense of the District.

Receipt of Water by District.

10. The District shall receive said irrigation water at the point of delivery above stated by means of said turnout, and shall at its own expense convey the water to the pumping plant of the District through a canal constructed by the District, and shall perform all acts required by law or custom in order to maintain its control over such water and to secure its lawful and proper diversion from the Adams or D Canal of the Klamath project as herein provided for, and the beneficial application of the same to District lands.

Shortage of Water.

11. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water provided for herein, and while the United States will use all reasonable means to guard against such shortage, in no event shall any liability accrue against the United States, its officers, agents or employees, for any damage, direct or indirect, arising therefrom, and the payments due hereunder shall not be reduced because of any such shortage. All losses or diminution of water by reason of seepage, evaporation or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District.

Waste and Seepage Water.

12. The United States reserves the right to collect for use on the Klamath project all waste and seepage water coming from the lands of the District. The District shall have the right to discharge waste and seepage water into the drainage system of the Klamath project.

Operation of Irrigation System.

13. In the distribution of the water supply provided for herein, the District shall comply with all of the applicable provisions of the reclamation law and the regulations of the Secretary thereunder; and will operate and maintain its irrigation system to be constructed hereunder to the satisfaction of the United States. The United States assumes no responsibility whatever for the safety, integrity, or operation of the same or any portion thereof, and the District will hold the United States and its officers, agents and employes harmless from any and all claims arising in connection therewith. During the irrigation season the United States shall have the right to place inspectors at any point in the District to make such measurements, investigations, or observations as in the judgment of the Project Manager may be necessary for the enforcement of the provisions of this contract.

Determination of Charges Payable by District.

14. As soon as practicable, the Secretary shall determine the irrigable area of the District, and the amount of the construction charges to be paid by the District to the United States under this contract, and shall give notice of same to the District. The irrigable area so determined by the Secretary shall be the basis upon which shall be computed all construction and operation and maintenance charges hereunder. The construction cost chargeable to the District under this contract shall include (a) all sums expended by the United States prior to the execution of this contract, or which may hereafter be expended by the United States, in surveys and investigations in connection with the irrigation of District lands, (b) an equitable proportion of the cost of the main canal of the Klamath project, (c) an equitable proportion of the cost of enlarging the C, C to G, D and G Canals, and (d) the cost of drainage work, if any, described in Article 6 hereof. Both the construction cost and the operation and maintenance cost chargeable to the District under this contract shall embrace all expense of whatever kind in connection with, growing out of, or resulting from the work in question, including the cost of labor, material, equipment, engineering, legal work, superintendence, administration, overhead, right of way, property and damages of all kinds. In determining the total amount of costs the project books of the United States Reclamation Service shall be

conclusive, and in determining the equitable proportion of such costs chargeable to the District the determination of the Secretary shall be conclusive.

Construction Charges Payable by District.

15. The District agrees to pay to the United States the following described amounts as construction charges in the manner mentioned below, to wit:

(a) The cost of irrigation works (exclusive of drainage works, if any, as provided by Article 6) equitably apportioned by the Secretary against the irrigable area of the lands of the District, as provided by Article 14, as follows: Five per centum (5%) thereof as the initial instalment, on December 1st of the year first following the year when water is available, as determined by the Secretary, for lands of the District, and the balance of such cost in fifteen annual instalments, the first five of which shall be five per centum of the construction charge and the remainder shall each be seven per centum thereof until the whole amount shall have been paid. The first of such fifteen annual instalments shall become due and payable December first of the fifth calendar year after the initial instalment; provided that the District may pay the whole or any part of the construction charges within any shorter period.

(b) The cost of drainage works, if any, as provided

by Article 6, not exceeding the sum of Ten Dollars (\$10.00) for each irrigable acre of land within the District, which shall be paid in four equal annual instalments, commencing on December 1, of the year next succeeding the year when the last instalment under subdivision (a) of this Article shall become due.

The total amount of construction charges payable by the District to the United States under this article shall in no event exceed the sum of \$175,000, exclusive of penalties.

Operation and Maintenance Charges Payable by District.

16. In addition to the construction charges described in Article 15, the District agrees to pay to the United States, for the irrigable area of the District as found under Article 14, annual operation and maintenance charges equal to (a) one-half the acre charge assessed against lands in the Klamath Irrigation District served by gravity, plus (b) an equitable proportion, as determined by the Secretary, of any expense incurred by the United States in regulating the water level of Upper Klamath Lake. An estimate of the total of such operation and maintenance charge for each irrigation season shall be furnished to the District by the proper officer of the United States on or before August 1, of the preceding year, and the total of such estimate shall be paid by the District to the United States on July 1 of the year following the year in which such estimate is furnished.

Penalty for Delinquency in Payment.

17. To every instalment of money required to be paid under

this contract which shall remain unpaid after the same shall have become due, there shall be added at once a penalty of one per centum (1%) thereof, and thereafter a like penalty of one per centum (1%) on the first of each month so long as such default shall continue; and the District hereby agrees to pay said penalty.

Levy and Assessment of Taxes by District.

18. The District agrees that it will cause to be levied and collected all necessary assessments and will use all the powers and resources of the District, including the taxing power of the District, and the power to withhold delivery of water, to collect and pay to the United States all charges provided in this contract in full on or before the day that the same become due.

Default by Individual Landowners.

19. The District as a whole is obligated to pay to the United States the full amount herein agreed upon according to the terms stated, regardless of individual default in the payment of any assessment levied by the District.

Refusal of Water in Case of Default.

20. The United States reserves the right to refuse to deliver water to the District, in the event of default for a period of more than one year in any payment due the United States under this contract. Upon request of the United States, the District shall refuse water service to all lands which may be in default for more than one year in the payment of any assessment levied thereunder. The provisions of this Article are not exclusive, and shall not in any manner

hinder the United States from exercising any other remedy to enforce collection of any amount due hereunder.

Access to Books and Records.

21. The proper officials of the District shall have full and free access to the project books and official records of the United States Reclamation Service, so far as they relate to the matters covered by this contract and the right at any time during office hours to make copies of and from the same, and the representatives of the United States shall have the same right in respect to the books and records of the District.

Changes in Organization of District.

22. While this contract is in effect no change shall be made in the organization of the District, either by inclusion or exclusion of lands, by consolidation or merger with another district, by proceedings to dissolve, or otherwise, except upon the written assent thereto of the Secretary.

Secretary may Make and Modify Regulations.

23. There is reserved to the Secretary the right to make regulations and to modify the same in his discretion in general harmony, however, with this contract, to the end that the true intent of the law and of this contract shall be carried into full effect.

Assurances Relating to Validity of Contract.

24. The execution of this contract shall be authorized by the qualified electors of the District at an election held for

that purpose. Thereafter, without delay, the District shall prosecute proceedings in court for a judicial confirmation of the organization of the District and the making of this contract. The United States shall not be obligated to make any expenditure hereunder until a confirmatory judgment in such proceedings shall have been rendered, and if ground for appeal from such judgment shall have been laid, until decision favorable to the contract shall have been finally made. The District shall furnish the United States for its files certified copies of all proceedings relating to its organization and to the election upon this contract.

Contract Subject to Appropriations by Congress.

25. This contract is subject to appropriations being made by Congress, from year to year, of moneys sufficient to do the work provided for herein. No liability shall accrue against the United States by reason of such moneys not being appropriated. Should only a portion of the moneys necessary to complete the work be so provided, then the amount to be repaid by the District to the United States for such work shall be reduced to an amount equal to the sum actually expended.

Member of Congress Clause

26. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent, or employe of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit

to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 3, 1909 (35 Stat., 1109)

Successors and Assigns Obligated.

27. The terms of this contract shall inure to the benefit of and be binding upon the successors in interest and assigns of either party hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed by their respective officers the day and year first above written.

UNITED STATES OF AMERICA

By E. C. Finney  
First Assist. Secretary of the Interior.

Witnesses:

Fred D. Fletcher.

Oscar Shive.

MALIN IRRIGATION DISTRICT

By E. H. Bubb  
President.

By W. H. Stastny  
Secretary.

(Corporate Seal)

STATE OF OREGON,                    ES  
County of Klamath,

This is to certify that on this 9th day of September, 1922, before me, the undersigned Fred D. Fletcher a Notary Public in and for said County and State, personally appeared the within named D.M. Bubb and M.M. Stastny, President and Secretary, respectively, of the Malin Irrigation District, a public corporation, and they being known to me to be such officers and the identical persons described in and who executed the within instrument for and on behalf of the said corporation, and said corporation being known to me to be the identical corporation for and on whose behalf the said instrument was executed and said D.M. Bubb and M.M. Stastny did then and there acknowledge to me that they did as such officers as in this certificate described execute the said instrument as and for the act and deed of said corporation in whose name and behalf they executed said instrument, and affixed thereto the corporate seal of said corporation, under authority in them vested by the Board of Directors of said corporation.

Witness my hand and notarial seal the day and year last above written.

Fred D. Fletcher  
Notary Public for Oregon.                    (Seal)

My commission expires August 14, 1923.

MATTER OF EXECUTION OF CONTRACT  
WITH THE UNITED STATES OF AMERICA  
FOR A WATER RIGHT FOR THE LANDS OF  
THE DISTRICT.

The following resolution was duly and regularly made,  
seconded and unanimously carried:

WHEREAS, at an election held by and within the Malin Irrigation District on the 28th day of July, A.D. 1922, the legal voter and electors of the Malin Irrigation District, by a majority of the votes cast at said election, duly authorized the execution of the contract for a water right for the lands of the District submitted by the United States of America, and

WHEREAS the Board of Directors of the Malin Irrigation District now deem it advisable that said contract should be duly executed;

NOW THEREFORE BE IT RESOLVED and the President and Secretary of the District are hereby authorized to execute said contract with the United States of America for and on behalf of the Malin Irrigation District of Klamath County, Oregon.

I, E. M. Stastny, do hereby certify that I am the duly elected, qualified and acting Secretary of the Malin Irrigation District of Klamath County, Oregon.

That the foregoing is a true and correct copy of the original resolution passed by the Board of Directors of the Malin Irrigation District in the matter of the execution of the contract with the United States of America for a water right for the District as the same appears of record in the original minutes and files of said District.

That said resolution was duly and regularly passed by the Board of Directors of said District at a regular meeting of said Board of Directors held upon the 31st day of July, A.D. 1922.

E. M. Stastny  
Secretary of Malin Irrigation District  
of Klamath County, Oregon.

(SEAL)

17

This Copy of Contract  
has Exhibits attached.

File: TID  
Contract

Secty has 1 copy  
WAS G... ✓ 1 ✓

Contract No.  
14-06-200-5954

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Klamath Project, Oregon-California

KLAMATH IRRIGATION DISTRICT  
RT. 2 - BOX 542  
KLAMATH FALLS, OREGON

CONTRACT BETWEEN THE UNITED STATES  
AND THE TULELAKE IRRIGATION DISTRICT

Signed Sept. 10  
1956

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Contract No.  
14-06-200-5954

Draft  
3/27/1956

KLAMATH IRRIGATION DISTRICT  
RT. 2 -- BOX 542  
KLAMATH FALLS, OREGON

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Klamath Project, Oregon-California

CONTRACT BETWEEN THE UNITED STATES  
AND THE TULELAKE IRRIGATION DISTRICT

THIS CONTRACT, made this 10th day of September, 1956,  
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and  
acts amendatory thereof and supplementary thereto, and particularly the  
Act of August 1, 1956 (Public Law 877, 84th Congress, 2d Session),  
collectively styled the Federal reclamation laws, between THE UNITED  
STATES OF AMERICA, herein styled the United States, and the TULELAKE  
IRRIGATION DISTRICT, herein styled the District, a political subdivision  
of the State of California, duly organized and existing under and by  
virtue of the laws of the State of California, with its principal  
place of business in the City of Tulelake, State of California;

WITNESSETH, THAT:

WHEREAS, under the authority of the Federal reclamation laws  
the United States has constructed and is continuing to construct the  
irrigation project in the States of Oregon and California, known as the  
Klamath Project; and

WHEREAS, the District lands are located within the boundaries  
of the Klamath Project; and

WHEREAS, the District includes certain lands opened to entry  
pursuant to the Homestead Laws of the United States; and

Public Notice No. 1 issued November 18, 1908  
Public Notice No. 10 issued March 31, 1917  
Public Notice No. 13 issued September 29, 1922,  
as revised and supplemented by Order No. 14 of  
January 15, 1923, and Order No. 19 of January 22,  
1927  
Order No. 22 issued March 30, 1928  
Order No. 23 issued February 6, 1929  
Order No. 26 issued September 10, 1930  
Order No. 28 issued October 16, 1931  
Order No. 35 issued September 9, 1937  
Public Notice No. 43 issued August 1, 1946  
Public Notice No. 45 issued October 8, 1947, and  
Public Notice No. 47 issued August 27, 1948,

all relating to the Klamath Project and to which reference, including the reference to the farm unit plats mentioned in said Public Notices and Orders, is hereby made for the legal description of those lands of the District affected by said Public Notices and Orders; and

WHEREAS, certain entrymen on said lands and owners of other lands in the District have contracted with the United States for the repayment of construction charges allocated to said lands in accordance with the provisions of the public notices, orders, and contracts, and have made installment payments on such construction charges; and

WHEREAS, said payments will be credited to the total construction cost obligation to be assumed by the District under this contract; the lands on which and the extent to which installment payments will be credited being shown on Exhibit "1", attached to and made a part of this contract; and

WHEREAS, there are certain unentered public lands of the United States within the District which may be opened to entry in the future; and

WHEREAS, it is contemplated by the parties that, upon the entry of said lands or any portion thereof, the construction charges allocated to the lands so entered may, in part, be repaid to the United States by the District; and

WHEREAS, the District desires to contract, pursuant to the Federal reclamation laws and the laws of the State of California, for the furnishing by the United States of a water supply from the Project works and for the repayment of the construction charges hereinafter set forth, less such credits as are applicable under the Federal reclamation laws and the provisions of this contract; and

WHEREAS, the parties desire by this contract to provide, in accordance with and subject to the terms and conditions hereinafter provided, for the transfer to the District of the operation and maintenance of works and properties used or useful for the delivery of water to and protection of the lands within the District;

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein expressed, it is hereby mutually agreed by the parties hereto as follows:

#### DEFINITIONS

1. As used in this contract:

(a) "Secretary" or "contracting officer" means the Secretary of the Interior or his duly authorized representative.

(b) "Project" means the Klamath Project of Oregon-California

of the Bureau of Reclamation.

(c) "Main Division" means in general the lands of the Project served by gravity from Upper Klamath Lake through the A, B, C, D, E, F or G Canals of the Project.

(d) "Tule Lake Division" means in general the lands of the Project served from Lost River, return flows and other related sources, through the J, M, N, and related canals.

(e) The term "net lease revenues" as used in this contract shall mean:

(i) The total cash lease revenues collected by the United States from the leasing of public lands lying within the District prior to the time that the District assumes the responsibility for the leasing of said public lands as provided in Article 16 hereof, less the cost of leasing said public lands, or

(ii) The total cash lease revenues collected by the District pursuant to Article 16 hereof derived from public lands lying within the District.

(f) The term "reserved works" means the works described in Article 15(a)(iii)(aa) through (ff).

#### CONSTRUCTION COST OBLIGATION

2. The District agrees to pay to the United States, at the times and in the manner hereinafter provided, the following sums in full

payment and satisfaction of all construction costs, including the value of all property the title to which is transferred to the District pursuant to Article 9 hereof, heretofore or hereafter incurred by the United States in connection with the lands of the Tule Lake Division lying within the District which have been entered or hereafter may be prepared by the United States for entry:

- (a) Three Million Five Hundred Forty-four Thousand One Hundred and 50/100 Dollars (\$3,544,100.50), and
- (b) Eighty-five Dollars (\$85.00) times the number of acres of public land within the District entered, after the date of the execution of this contract, pursuant to the Homestead Laws of the United States.

PAYMENT OF CONSTRUCTION COST OBLIGATION

3. (a) On January 1 and July 1 of each year, commencing on January 1, 1957, the District will pay to the United States the sum of Forty-four Thousand Three Hundred One and 26/100 Dollars (\$44,301.26) for application toward the sum agreed to be paid by it to the United States pursuant to Article 2(a) hereof.

(b) The sums agreed to be paid to the United States by the District pursuant to Article 2(b) shall be paid by the District in eighty (80) equal semi-annual installments, which shall be due and payable on January 1 and July 1 of each year, commencing on January 1 of the year following the close of the development periods provided for in the

orders of the Secretary opening the respective public lands in the District for entry, which development periods shall be for a term of not less than two (2) years.

(c) Upon request of the District and the approval of the Secretary, the due date of semi-annual installments provided for in this article may be changed to any other convenient date or dates.

(d) Public Notice 55 issued March 14, 1955, having established December 31, 1958, as the termination date of the development period for certain lands within the District designated in said Public Notice, the construction charge obligation installments provided for in Article 3(a) hereof are hereby reduced by the amount of Two Thousand Four Hundred Thirty and 57/100 Dollars (\$2,430.57) for each of the years 1957 and 1958, and increased by said amount for each of the years 1997 and 1998.

CREDITS AND APPLICATION OF LEASE REVENUES  
DERIVED FROM PUBLIC LANDS

4. (a) Commencing on January 1, 1957, and on each January 1 thereafter until the payment by the District of all sums coming due under Article 3(a) hereof and on January 1 of each year the District is obligated to make payment under Article 3(b) hereof, but in any event not later than December 31 of the year 2020, the District shall be entitled to and shall receive for use by it for any lawful purpose or purposes an amount equal to Fifty Thousand Dollars (\$50,000) or thirty percent (30%), whichever is the lesser, of the total of the:

- (i) Net lease revenues derived, during the immediately preceding year, from the rental of public lands

lying within the boundaries of the District, plus

- (ii) Other revenues derived during the immediately preceding year, which are or may have been available for credit to the District pursuant to subsection I of the act of December 5, 1924 (43 Stat. 672) and the Interior Department Appropriation Act of June 18, 1940 (54 Stat. 406).

(b) On every January 1 that the District is not entitled to the credits or payments referred to in subdivision (a) of this article and on each January 1 following December 31 of the year 2020, the District shall be entitled to ten percent (10%) of all of the net lease revenues referred to in subdivisions (i) and (ii) of subdivision (a) of this article, which shall be transferred to the District for use by it for any lawful purpose or purposes.

(c) Nothing herein contained should be construed to affect the homesteading of the now unentered public lands within the District. Such unentered public lands should be opened for homesteading as promptly as the United States may deem desirable consistent with other authorized uses.

(d) Of the funds credited or transferred to the District pursuant to this article, each year an amount that bears the same ratio to the credits or funds so extended or transferred to the District under this article that 2,078.8 bears to the total of 43,774.1, plus the number of

acres of public land in the District entered pursuant to the Homestead Laws of the United States after the date of execution of this contract, shall be made available to the Tule Lake Division lands in Oregon, either by withholding by the United States or by payment by the District to the Klamath Irrigation District.

ADDITIONAL WORK TO BE PERFORMED BY THE UNITED STATES

5. The United States shall install as a part of the facilities to be transferred to the District for operation and maintenance pursuant to the provisions hereof, without additional payment therefor by the District, pumps with an aggregate capacity of approximately thirty (30) cubic feet per second for pumping water from the drains into the laterals at such locations in the area known as "Coppock Bay", as the District and the contracting officer may agree upon; Provided, That in no event shall the United States be obligated to expend in excess of Fifty Thousand Dollars (\$50,000.00) for such purposes.

PROJECT CONTRACTS TO BE PERFORMED BY DISTRICT

6. (a) Contracts between the United States and landowners within the District in effect at the time of the execution of this contract are set forth in Exhibit "2" attached to and by this reference made a part of this contract. Said contracts described in Exhibit "2" shall remain in full force and effect, except as otherwise modified herein, and the District shall perform, in accordance with the true intent and meaning of such contracts, the obligations of the United States described therein and

shall recognize all of the rights as set forth in said contracts.

(b) The District, in addition to all other sums agreed to be paid by it pursuant to this contract, will collect from the owners of the land described in the contracts referred to in Exhibit "2" and pay the sums due to the United States under said contracts.

(c) Pursuant to Sections 23242.4 and 23242.5 of the Water Code of California said lands will be assessed by the District in accordance with the benefits accruing to the land and the sum unpaid under each contract referred to in Exhibit "2" shall be deemed to be the benefit accruing to the land covered by the respective contract and said sum shall be collected in the annual amounts as set forth in said Exhibit "2".

(d) To the extent that the District does not operate and maintain any of the facilities serving the land or any portion thereof described in the contracts referred to in Exhibit "2", the District will collect from the owners of said land and pay annually to the United States, or its designee, the actual cost of the operation and maintenance of the facilities necessary to serve such land, computed as provided in the respective contract referred to in Exhibit "2".

(e) The United States hereby consents to the cancellation of individual water right applications issued pursuant to Public Notice No. 13 of September 29, 1922, and listed on Exhibit "1" hereof. Upon the furnishing to the United States of the written consent of

the person or persons in whose ownership said individual water right application is vested, there will be credited to the District's construction cost obligation installment next coming due the sum set forth in said Exhibit "1" with reference to the respective individual water right application so canceled. The District shall credit such person or persons with the amount heretofore paid to the United States pursuant to said water right applications, on assessments levied to make the payments coming due under Article 3 of the contract.

(f) The works transferred to the District for operation pursuant to Article 7 also serve Tule Lake Division lands in the Klamath Irrigation District in Oregon and the District will deliver water to these lands subject to the payment either by the United States or the Klamath Irrigation District of the actual operation and maintenance cost incurred in serving said lands including an appropriate share of the overhead and administrative costs of the Tule Lake Irrigation District.

WORKS AND FUNDS TO BE TRANSFERRED

7. (a) On the January 1 following the first anniversary of the execution of this contract, or such earlier date as may be mutually agreed upon by the parties, the United States will transfer to the District the care, operation and maintenance of the following project works [(i) through (iv)] and such real and personal property [(v)] used or useful for irrigation purposes of the District as may be specified in the transfer notice provided in (d) hereof:

- (i) The entire J Canal and lateral system, including the Lower Lost River Diversion works and the related drainage system and drainage pumps.
- (ii) The entire M and N Canal and lateral systems, including the pumping plants, drainage systems and related facilities.
- (iii) Pumping Plant D and inlet channel and Tule Lake Tunnel.
- (iv) Dikes and sumps located within the District.
- (v) Appropriate Project land and buildings, motor vehicles, equipment, supplies, tools, appliances, and office furniture and fixtures useful in the operation of the Tule Lake Division: Provided, That if title to these facilities is transferred to the District, all similar facilities useful to the United States may be available to it if operation is resumed by the United States:

Provided, That if all of the items described in (i) through (iv) of this subdivision (a) have not been transferred at the time hereinabove designated for such transfer, the United States will transfer any or all of the items which have not been so transferred at such time or times as the District may designate in a written notice to the United States.

(b) To the extent that the sumps within the District are maintained, they shall be operated and maintained primarily for the protection of the lands within the District for agricultural purposes, including flood protection and drainage, and the use of said sumps for said purposes shall be prior to all other uses, subject to the rules and regulations provided for in Article 7(d).

(c) The District will, from and after the date of any transfer, assume the care, operation and maintenance of the lands and irrigation works described in the transfer notice.

(d) Thirty (30) days in advance of the transfer mentioned in subdivision (a) hereof, the Secretary shall furnish the District a notice describing the project works and the property to be transferred, which notice shall include the rules and regulations pursuant to which said project works and property shall be operated and maintained by the District. Additional transfers of property and modifications of rules and regulations may be made pursuant to this article at such time or times as the Secretary may determine.

(e) The United States will transfer to the District the surplus of operation and maintenance and water rental payments accruing from lands of the Tule Lake Division, Parts 1 and 2, less the value of equipment and supplies, purchased with appropriated operation and maintenance funds, transferred to the District pursuant to Article 9 hereof. The District shall extend a proportionate share of this credit to the lands

of the Tule Lake Division in Oregon in the same manner as provided in subdivision (d) of Article 4 hereof.

LANDS ADMINISTERED BY FISH AND WILDLIFE SERVICE

8. The approximately two thousand five hundred (2,500) acres presently farmed by the United States in the Tulelake National Wildlife Refuge will not be increased but may be shifted during the term hereof, and the United States will conduct additional studies for the purpose of ascertaining the feasibility of developing substitute wildlife habitat in other areas of the Klamath Basin. If it is determined that there is such substitute wildlife habitat that can be developed, the United States will consider reduction in the area now utilized for said Tulelake Wildlife Refuge commensurate with demonstrated evidence that the substitute habitat area meets waterfowl management requirements acceptable to the Secretary. Subject to the terms and provisions of this contract, the jurisdiction of the United States over Tulelake National Wildlife Refuge shall be unchanged and the continued use of refuge lands and waters for refuge purposes shall be as the Secretary may direct.

SELECTION AND TRANSFER OF PROPERTY

9. Not less than thirty (30) days prior to the time that the transferred works are turned over to the District for care and operation and maintenance as provided in Article 7 hereof, the Board of Directors of the District shall be notified of the Klamath Project

residences, outbuildings, shops, offices, warehouses, or other structures that are available to be used in connection with the operations of the District but which are not integral parts of the irrigation and drainage systems, and what kinds of equipment and supplies are available for selection by the Board of Directors pursuant to Article 7 hereof. Prior to the transfer, the Board shall make selections from facilities and equipment and supplies listed in such notices and shall submit to the Secretary a list of those structures, equipment, and supplies which are selected, whereupon such list shall be appended to and become part of this contract. Upon the transfer to the District of the operation and maintenance of the works as provided in Article 7, or as soon thereafter as possible, custody of the items on said list shall be transferred to the District for use in connection with the care and operation and maintenance of said transferred works. To the extent authorized by law, title to said structures, equipment, and supplies shall be vested in the District, provided that transfer of custody under this contract shall not constitute a transfer of title unless there has been issued by the United States a certificate of title, bill of sale, or other document specifically transferring title to the District. Bureau of Reclamation records or copies thereof determined by the District to be pertinent to the operation or maintenance of the transferred works will be made available to or transferred to the District to the extent permitted by law: Provided, That, when copies are made, reproduction

costs thereof shall be paid for by the District as provided in sub-division (a)(11) of Article 15 hereof: Provided further, That the Bureau of Reclamation shall not be required to maintain or store records for the District beyond one year from the date of the first transfer pursuant to Article 7 hereof.

KEEPING TRANSFERRED WORKS IN REPAIR

10. (a) No substantial change in any of the transferred works shall be made by the District without first obtaining the written consent of the Secretary.

(b) The District shall promptly make any and all repairs to the transferred works which, in the opinion of the Secretary, are necessary for their proper preservation in as good condition as they were on the effective date of this contract.

(c) In case of neglect or failure of the District for a period of one (1) year to make such repairs, the United States may, at the option of the Secretary, take back the care, operation and maintenance of the transferred works as provided in Article 21 hereof, or may cause suitable repairs to be made and charge the cost thereof to the District, which charge the District shall pay as provided in Article 15.

(d) In the event of major disaster to, or failure of, the transferred works, or any part thereof, which results in damage of such severity or magnitude that immediate repairs to the transferred works are imperative, in the opinion of the Secretary, to protect against

substantial hazard to life or property, and the District is then unable or unwilling to promptly accomplish such repairs, the United States may, at the option of the Secretary, immediately take and temporarily retain possession of the transferred works for such time as may be necessary to protect life and property and to prevent further damage to the transferred works. The District shall pay to the United States, as provided in Article 15, the cost of any emergency repairs made during such period of temporary possession by the United States.

INSTALLATION AND MAINTENANCE OF MEASURING  
DEVICES AND REPORTING DATA

11. The District shall, at its expense, and in a manner satisfactory to the Secretary, maintain all water measuring and controlling devices and gauges as have been constructed or installed by the United States or by the District in connection with the transferred works, collect the data from such devices and gauges, and furnish the United States with written reports of such data. If the District at any time fails to do so, the United States may replace or repair such devices and collect such data at the expense of the District, which charge the District shall pay in accordance with Article 15.

CROP CENSUS

12. The District shall, at its own expense, keep a reasonably accurate record of all crops raised, including agricultural and livestock products produced on District lands, and furnish the Secretary, on or before

December 31 of each year, a crop report, including the aforesaid data in a form prescribed by the Secretary.

#### INSPECTION OF TRANSFERRED PROPERTY

13. The Secretary may cause to be made from time to time, but in any event no more than three (3) times per year, a reasonable inspection of the transferred property to ascertain whether the terms of this contract are being executed by the District. Such inspection may include examinations of the transferred property and of the books, records, and papers of the District, together with examinations in the office of the District of all contracts, papers, plans, records, and programs connected with the transferred property. The actual expense of such inspection as found by the Secretary shall be paid by the District to the United States as provided in Article 15. All inspections shall be held to the minimum necessary to protect the interests of the United States.

#### INSPECTION OF BOOKS AND RECORDS

14. Subject to applicable Federal laws and regulations, the proper officers or agents of the District shall have full and free access at all reasonable times to the Project account books and official records of the Bureau of Reclamation, insofar as the same pertain to the matters and things provided for in this contract relating to the construction, acquisition, care, operation and maintenance of the transferred property, the status of individual accounts and the account of the District, and payments of operation and maintenance and construction charges, with the right at

any time during office hours to make copies thereof, and the proper representatives of the United States shall have similar rights in respect to the account books and records of the District.

CHARGES TO BE PAID BY THE DISTRICT

15. (a) On or before September 1 of each calendar year during the term of this contract, the United States shall furnish to the District an itemized estimate of all costs expected to be incurred by the United States under the provisions of this contract during the following calendar year which are properly chargeable to the District and a statement of the differences between estimated and actual costs for the previous calendar year, with appropriate charges or credits to adjust the previous year's estimate to the total of actual costs for that previous year. The District shall pay to the United States the total of such estimated costs for the current calendar year, as adjusted by the reconciliation of actual and estimated costs for the previous calendar year. One-half (1/2) of said sum shall be paid on January 1 and one-half (1/2) on July 1 of each year. Each such annual estimate and statement shall list separately the following types of costs:

- (1) The estimated annual general expense, as determined by the Secretary, to be incurred by the United States and apportioned to the Tule Lake Division of the Klamath Project. This estimate shall be itemized by office and by activity but shall not

include the costs itemized under other subdivisions of this article. Such costs shall not exceed Five Thousand Dollars (\$5,000.00) per year during the first five-year period following the transfer of operation and maintenance to the District. At the end of said five-year period and at the end of other appropriate periods throughout the remainder of the term of this contract, the Secretary shall analyze the services required to be performed by the United States, and upon the basis of such analysis will establish a similar limit of expenditure for each such period in the light of the then general cost index.

- (ii) Estimated annual costs of any bookkeeping, accounting, engineering, legal, drafting, clerical or other technical or administrative services which the District has specifically requested from the United States in writing, or which are furnished by the United States pursuant to any mutual agreement in writing, which costs shall be itemized for each type of service.
- (iii) The estimated annual costs of operating and maintaining the reserved works, as determined by the Secretary: Provided, That in no event will the cost

for 1957 exceed Twenty-five Thousand Dollars (\$25,000.00), except as provided in subdivision (a)(iii)(gg) of this article. The District shall pay no more than the following percentages of the actual or estimated cost, as the case may be, of operating and maintaining, and its obligation to pay the United States for operation and maintenance of physical works shall be restricted to, the following features:

- (aa) 79.8065 percent of the cost of operation and maintenance of Clear Lake Dam and Reservoir.
- (bb) 50 percent of the cost of operation and maintenance of Gerber Dam and Reservoir.
- (cc) 100 percent of the cost of operation and maintenance of the Lost River Channel improvements, less the amount of the operation and maintenance payments received by the United States from Warren Act contractors whose water supply comes from the Lost River.
- (dd) 85 percent of the cost of operation and maintenance of the Lost River Diversion Dam and Diversion Channel.
- (ee) 100 percent of the cost of operation and maintenance of the P Canal, the Klamath Straits

drain, and Pumping Plants E and F less:

- (1) Any revenues received from spill water used by water users under the P Canal.
  - (2) The share of costs assignable to the Fish and Wildlife Service pursuant to Article 10 of the Amendatory agreement of June 28, 1946, between the Bureau of Reclamation and the Fish and Wildlife Service.
  - (3) The share assignable to the Klamath Drainage District pursuant to the contract of October 11, 1947.
- (ff) In the event the United States has any additional costs of operating the Link River Dam or Upper Klamath Lake as a result of the termination or an extension or amendment of the contract of February 24, 1917, with the California-Oregon Power Company, the District shall pay a share of such costs proportionate to the amount of water received by the District from the Klamath River: Provided, That any such statement of costs shall indicate the manner of assigning such costs.

(gg) 100 percent of the operation and maintenance costs of any works described in subdivision (a) of Article 7 which are not transferred to the District.

(iv) Estimated cost of repairs to the transferred works, if any, expected to be made by the United States under the provisions of Article 10 hereof.

(v) Estimated cost of installations, repairs, or maintenance by the United States of measuring and controlling devices and gauges, and collection of data, if any, expected to be performed by the United States under the provisions of Article 11 hereof.

(vi) Estimated cost of all inspections expected to be performed by the United States under the provisions of Article 13 hereof.

(b) The District shall pay the United States any actual costs in excess of the previous year's estimate for work performed or services furnished by the United States during that calendar year under provisions of this contract, itemized by each of the preceding subdivisions (a)(i) through (a)(vi) of this article.

(c) The District shall be credited for any amounts by which the actual costs of work performed or services furnished by the United States during the previous calendar year under provisions of this contract were less than the amounts for such work shown in the previous year's estimate, itemized by subdivisions (a)(i) through (a)(vi) of this article.

### LEASING OF PUBLIC LANDS

16. At the option of the Secretary, on such date as the District and the contracting officer shall designate in writing, the District if it so elects may become the leasing agent of the United States for public lands within the District designated by the Secretary. As such agent, the District shall advertise bid openings, distribute bid invitations and bid forms, award leases, collect rentals, prepare lease contracts for execution by the authorized representative of the Secretary, enforce the provisions of leases during the terms thereof and do all other things necessary and proper in administering the leasing program as directed by the Secretary. The conditions of leases and the regulations governing the inviting of bids, the awarding of leases and the collection of rentals shall be prescribed by the Secretary. Rentals collected shall be remitted to the United States within thirty (30) days after payment has been received by the District from the respective lessees, accompanied by itemized statements of collection in a form prescribed by the Secretary. The District may deduct from such remittances such amounts as may be agreed upon between the District and the contracting officer to reimburse the District for the actual cost of administering public land leases.

### GENERAL OBLIGATIONS OF THE DISTRICT

17. The obligations of the District under this contract shall be considered general repayment obligations and the District agrees to pay to the United States such obligations according to the terms stated in this contract, notwithstanding the individual default in payment by any

of the individual water users of assessments or other charges. Notwithstanding any provisions of this contract, the United States reserves the right to pursue any and all remedies which it may have against the District for default in any payment due under the terms of this contract or under the terms of any contract which the District may have with the United States,

DISTRICT TO USE ALL POWERS TO COLLECT CHARGES

18. The District agrees that it will cause to be made and collected all necessary assessments and charges to cover costs apportioned to it and will use all the authority and resources of the District including, without limitation by reason of this enumeration, its taxing power, the power to create liens in connection with its taxing powers, and the power to withhold delivery of water, to meet the obligation of the District to the United States under this contract in full on or before the day such payment becomes due, and to meet the District's other obligations under this contract. The District is hereby granted the power to withhold delivery of water from any water users receiving water from the transferred works whose payments to the District are in arrears.

WATER RENTAL AGREEMENTS

19. The District may enter into water rental agreements providing for the delivery of water from the transferred works to water users within the District other than those holding water rights or those having executed contracts with the United States or the District. The charges to be made in water rental agreements shall be the same

as the annual O&M charges per acre for other lands in the District plus an amount sufficient to cover the expense of administering said water rental agreements. The District shall collect and retain for its own use all revenues from water rental agreements executed after January 1, 1957. Delivery of water to holders of water rental agreements shall be subordinate to deliveries to other water users, and the rental agreements shall so state.

REFUSAL OF WATER TO DISTRICT IN CASE OF DEFAULT

20. The United States reserves the right (in addition to the rights elsewhere herein reserved to the United States) to refuse to deliver water to the District in the event of the default of the District for a period of more than twelve (12) months in any payments due the United States under this contract. The provisions of this article are not exclusive, and shall not in any manner hinder the United States from exercising any other remedy to enforce collection of any amount due the United States hereunder.

RESUMPTION OF MANAGEMENT AND CONTROL IN EVENT OF DEFAULT

21. (a) In event of default by the District for a period of one (1) year on any payment of construction charge installments to the United States provided by this contract, or failure of the District to perform necessary repairs for a period of one (1) year as provided in Article 10, or of any other violation by the District of the terms of this contract, the United States may, at the option of the Secretary, resume operation and maintenance of the transferred works, or any part thereof, for

the purpose of enforcing the provisions of this contract.

(b) Prior to resuming operation and maintenance, the Secretary shall give the District written notice of his intent to exercise such option, which notice shall inform the District of the specific provisions of this contract which have been violated or the obligations that are in default, shall describe the property and works to be returned to the custody of the United States and shall name the date on which return to the United States shall be effected, which date shall be not less than sixty (60) days after the date of notice sent to the District. The District agrees that if it fails to make payment of all sums in default, or to initiate measures that will correct the violations of contract provisions, prior to the date set by the Secretary in accordance with this article, it will upon that date relinquish to the United States the custody of project works as specified by the Secretary, together with all equipment, records, and supplies appurtenant to the operation and maintenance thereof.

(c) In event of resumption by the United States of the operation and maintenance of any or all of the transferred works, the United States shall, within ten (10) days after taking custody of such works, furnish to the District an estimate of cost for operation and maintenance of such works from the date of transfer of custody to the United States until the end of the calendar year. Within thirty (30) days after

the receipt of such estimate, the District shall pay to the United States the amount thereof. If the amount so paid to the United States is insufficient to pay the costs of operation and maintenance to the end of the calendar year, the United States shall notify the District within thirty (30) days after the end of such year, of the amount required to pay the balance of such costs and the District shall within ten (10) days after receipt of such notice pay such amount. Any balance of funds advanced by the District in excess of the amount necessary to pay such costs to the end of the calendar year shall be returned to the District or, at the option of the United States, credited to operation and maintenance costs for the following year.

(d) Operation and maintenance costs for any subsequent years in which the United States retains the operation and maintenance of said works shall be paid by the District in the same manner as for the payment of costs of operation of reserved works provided in Article 15.

(e) Any resumption of the management and control of said property and works by the United States, as herein provided for, shall not relieve the District of its obligations under this contract.

(f) Notwithstanding any such resumption of operation and maintenance by the United States all or any part of the Project works may, pursuant to this contract, at the election of the Secretary, be retransferred by the United States to the District for operation and maintenance in accordance with the terms of this contract by giving

sixty (60) days' written notice to the District of such election, of the property and works to be retransferred, and of the effective date of such retransfer. The District agrees to accept the retransfer of any property and works on the effective date of such retransfer, as specified in any such written notice.

(g) It is agreed that in the event the United States, its officers or employees, resume the operation and maintenance of the Project works, or any part thereof, as provided in this contract, neither the United States, nor its officers or employees, shall be liable for any damages resulting directly or indirectly from any such resumption, and the District agrees to hold the United States, its officers and employees, harmless from any and all claims for such damage.

PENALTY FOR DELINQUENCY

22. In the event the District defaults in the payment of any amount due the United States as provided in this contract, there shall be added to the amount unpaid a penalty of one-half (1/2) of one (1) percent on the day following the due date, and there shall be added a like penalty of one-half (1/2) of one (1) percent of the remaining unpaid amount on the first day of each calendar month thereafter so long as such default shall continue: Provided, That no penalty shall be charged to or be paid by the District unless such delinquency continues for more than thirty (30) days.

### EXCESS LAND PROVISIONS

23. Pursuant to the provisions of the Federal reclamation laws, water supplied to the District under the terms of this contract shall not be delivered to more than one hundred sixty (160) irrigable acres in the ownership of any one person or corporation, except that, if irrigable lands in excess thereof have been acquired by foreclosure or other process of law, by conveyance in satisfaction of mortgages, by inheritance or devise, water therefor may be furnished temporarily for a period not to exceed two (2) years from the effective date of such acquisition and except that delivery may be made to lands held in excess of this limitation if the excess lands are covered by a recordable contract made in accordance with the provisions of Section 46 of the Act of May 25, 1926 (44 Stat. 639). These limitations shall cease to operate when the construction charge obligation allocable to such land has been paid in full to the United States.

### RESERVE FUND

24. (a) Commencing with the calendar year 1957, and continuing until all construction charge obligations to be paid to the United States are paid in full, the District shall include in the annual operation and maintenance assessments to be collected from its water users, amounts sufficient to accumulate and maintain a reserve fund which shall be available only for the purposes and in the circumstances hereinafter set forth.

(b) Said reserve fund shall be accumulated by the District, commencing with calendar year 1957, and continuing until all construction charge obligations are paid in full, and the District shall include in

the annual operation and maintenance assessments to be collected from its water users amounts sufficient to collect annually not less than Ten Thousand Dollars (\$10,000.00), to be deposited in said reserve fund until the reserve fund thus accumulated shall total One Hundred Thousand Dollars (\$100,000.00), which total sum shall be maintained thereafter: Provided, That upon the depletion of the reserve fund for any of the purposes hereinafter set forth, the District shall not be required to replenish said reserve fund by an amount in excess of Ten Thousand Dollars (\$10,000.00) in any one year.

(c) The reserve fund shall be used only for the purposes of meeting large, unforeseen costs of operation and maintenance, repairs and replacements of works transferred hereunder and for ordinary operation and maintenance costs when the District is otherwise unable to meet such costs.

(d) Such funds shall be maintained by the District apart from other of its funds and shall be deposited with such depository or may be invested in such securities as are permitted by the laws of the State of California.

UNITED STATES HELD HARMLESS

25. After the transfer of the transferred works, as herein provided, the District shall hold the United States, its officers and agents, harmless as to any and all damages or claims for damages which may in any manner grow out of the care, operation and maintenance of the transferred works after the effective date of transfer.

UNITED STATES NOT LIABLE FOR WATER SHORTAGE

26. On account of drought or other causes, there may occur at times a shortage in the quantity of water available by means of the Project and, while the United States will use all reasonable means to guard against such shortage, in no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom and the payments to the United States provided for herein shall not be reduced because of any such shortages.

UNCONTROLLABLE FORCES

27. Neither party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of an uncontrollable force. For the purpose of this contract the term "uncontrollable force" means any cause beyond the control of the party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

WASTE, SEEPAGE, AND RETURN FLOW

28. The United States does not abandon or relinquish any of the waste, seepage, or return flow waters coming from the lands of the Project irrigated through works constructed by the United States, but the same are reserved and intended to be retained by the United States for the use and benefit of the Project. The District shall be entitled to use for irrigation all return flows available through the transferred works, subject to the rules and regulations provided for in Article 7(d).

ASSURANCE RELATING TO VALIDITY OF CONTRACT

29. The execution of this contract shall be authorized by the qualified electors of the District at an election held for that purpose. The District, after the election and upon execution of this contract, shall file and prosecute to a final decree (including any appeal therefrom to the highest court of the State of California), in a court of competent jurisdiction a special proceeding for the judicial examination, approval, and confirmation of the proceedings leading up to the organization of the District and the making of this contract. This contract shall not be binding upon the United States until the validity of the organization of the District and of this contract shall have been so confirmed by a court of competent jurisdiction or pending appellate action if ground for appeal be laid.

NOTICES

30. Any notice or announcement which the provisions hereof contemplate shall be given to one of the parties hereto by the other shall

be deemed to have been given if deposited in the United States Post Office, on the part of the United States, in a postage-prepaid envelope addressed to the District at its office and, on the part of the District, in a postage-prepaid envelope addressed to the Bureau of Reclamation, Department of the Interior, P. O. Box 2511, Sacramento, California, or such other address as from time to time may be designated by the Secretary in a written notice to the District: Provided, however, That this article shall not preclude the effective service of any such notice or announcement by other means.

#### CHANGES IN DISTRICT ORGANIZATION

31. While this contract is in effect, no changes shall be made in the District, either by inclusion or exclusion of land, or by partial or total consolidation or merger with another District, or by proceeding to dissolve, or otherwise, except with the consent of the Secretary evidenced in writing.

#### ADJUSTMENT OF DISPUTES

32. (a) Should any dispute arise between the District and any of the parties receiving water from the works operated by the District, concerning the operation or management of the transferred works or any part thereof, in which dispute it is claimed that the transferred works are not being properly operated or maintained or that any party is not receiving water in the manner and amount to which such party is entitled under contract with the United States; and should the District and

parties be unable to settle such dispute, the matter in dispute immediately shall be referred to the Secretary, who shall promptly render his decision on such disputed question. Said decision shall be accepted by all parties as final and conclusive.

(b) Where the terms of this contract provide for matters being done to the satisfaction of a representative of either party hereto, or for action to be based upon the opinion or conclusive determination of such a representative of either party hereto, such terms are not intended to be and shall not be construed as permitting such satisfaction, opinion or determination of such a representative of either party to this contract to be arbitrary, capricious, or unreasonable; and the District, notwithstanding any other provisions of this contract, expressly reserves the right to apply to a court of competent jurisdiction for review of, relief from, and appropriate adjustment for any such arbitrary, capricious, or unreasonable satisfaction, opinion, or determination: Provided, That this shall not be construed as conferring upon the part of the United States of consent by it to be sued where such consent has not otherwise been granted by law.

#### PRIORITY OF RIGHTS OF DISTRICT

33. (a) The District shall have the right in perpetuity, subject to the terms and conditions of this contract and consistently with the applicable laws of the State of California, to receive from the Klamath Project all water needed by the District for beneficial irrigation uses

within the District. Said water shall be delivered from the works under the control of the United States or its designees or agents at such times and in such amounts as the District may demand, subject only to the limit of the capacity of the facilities available therefor and the amount of water required for reasonable beneficial use within the District. Each contract hereafter entered into between the United States and others with respect to the operation and maintenance of the works designated in Articles 7 and 15 hereof shall be subject to the terms of this contract and shall so state.

(b) The rights of the District to water from the Klamath Project pursuant to the terms of this contract shall be equal to those of others executing similar contracts under the Reclamation Act of June 17, 1902, as amended, and shall be prior to those rights conferred pursuant to contracts executed under the Act of February 21, 1911, commonly known as the Warren Act.

(c) In the event a shortage of water available from the Klamath Project arises as a result of drought or other unavoidable causes, the United States may apportion the available supply among the District and others having rights of priority equal to the rights of the District.

(d) The District shall deliver or furnish water from the works operated and maintained by the District to any lands owned or under the control of the United States within the District, and the United States shall be charged for the irrigation and drainage service furnished:

Provided, That such charge shall not exceed the actual cost of the service performed.

(e) No privately owned land within the District shall be classified or reclassified as to irrigability or nonirrigability by the United States without the prior written consent of the District.

RIGHTS RESERVED UNDER SECTION 3737, REVISED STATUTES

34. All rights of action for breach of any of the provisions of this contract are reserved to the United States as provided in Section 3737 of the Revised Statutes of the United States (U.S. Code, Title 41, Section 15), relating to assignment of contracts.

TERMINATION OF CONTRACT

35. (a) All obligations of the District to make payments to the United States under Article 15 hereof, except those required by subdivision (a)(iii) of Article 15, shall terminate whenever all of the following have taken place:

- (i) The United States has relinquished its title to the transferred works.
- (ii) The District has notified the United States that it no longer has any foreseeable need for technical or administrative services from the United States, of the types mentioned in subdivision (a)(ii) of Article 15 hereof.

(iii) All amounts of money owed by the District to the United States under provisions of this and other contracts have been paid in full.

(b) By such termination of payment obligations, the District shall permanently acquire from the United States all water rights then held by the United States pertaining to privately owned lands within the boundaries of the District: Provided, That such acquisition of water rights by the District shall be in no way contrary to the laws of the State of California as then existing, or to the provisions of any compact which may be then in effect between the States of Oregon and California with respect to water rights in the watershed drained by the Klamath River.

#### NONDISCRIMINATION

36. (a) In connection with the performance of work under this contract, the District agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision 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 District agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(b) The District further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

OFFICIALS NOT TO BENEFIT

37. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

38. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any part or interest therein shall be valid until approved by the Secretary.

TITLE TO REMAIN IN THE UNITED STATES

39. Title to all of the project works, including the distribution and drainage systems and related works constructed by the United States to serve the lands of the District, shall be and remain in the name of the United States until otherwise provided for by the Congress, notwithstanding the transfer hereafter of any of such works to the District for operation and maintenance.

CONTINGENT UPON APPROPRIATIONS OR ALLOTMENTS OF FUNDS

40. The expenditure of any money or the performance of any work by the United States herein provided for which may require appropriations of money by the Congress or the allotment of funds, shall be contingent upon such appropriations or allotments being made. The failure of the Congress so to appropriate funds or the failure of an allotment of funds shall not relieve the District from any obligations then accrued under this contract and no liability shall accrue to the United States in case such funds are not appropriated or allotted.

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

THE UNITED STATES OF AMERICA

By /s/ C. H. Spencer  
Regional Director, Region 2  
Bureau of Reclamation

(SEAL)  
affixed

TULELAKE IRRIGATION DISTRICT

By /s/ Sam Anderson  
President

Attest:

/s/ Maurice K. Strantz  
Secretary

*Sept. 10, 1956*

Revised  
February 1, 1956

Payments made by individual landowners to be Credited Against  
District Construction Charges pursuant to Article 6(c) and in  
turn to be credited to individual landowners by District.

Water Right Serial Number	Description on farm unit plat				Irrigable Acres	Amount Paid
	Farm Unit	Sect.	T.	Rag.		
4101	A	17	48	4E	48.3	\$1,183.50
4103	D	14	48	4E	42.2	202.95
4104	F	15	48	4E	70.2	323.10
4105	E	21	48	4E	57.7	263.70
4106	M	21	48	4E	37.7	174.60
4107	A	14	48	4E	42.4	199.35
4108	C	13	48	4E	42.6	200.25
4109	B	14	48	4E	43.3	203.40
4111	H	24	48	4E	55.7	250.65
4112	P	21	48	4E	50.0	236.06
4112-1	P	21	48	4E	25.3	119.44
4113	D	23	48	4E	53.4	254.70
4114	F	24	48	4E	56.4	257.85
4115	G	19	48	4E	65.5	318.60
4116	G	19	48	5E	53.4	252.90
4117	C	23	48	4E	56.5	262.80
4119	C	14	48	4E	44.3	208.35
4120	N	22	48	4E	65.6	299.25
4121	E	23	48	4E	57.5	262.80
4122	S	21	48	4E	55.5	257.60
4125	D	24	48	4E	56.3	1,974.00
4126	A	15	48	4E	44.5	213.75
4127	C	24	48	4E	56.4	257.85
4129	A	22	48	4E	36.1	175.05
4130	E	15	48	4E	68.8	321.75
4131	Pt. T	21	48	4E	26.1	150.30
4131-1	Pt. T	16 & 21	48	4E	6.7	76.50
4131-2	Pt. T	16 & 21	48	4E	12.2	58.05
4131-3	Pt. T	16 & 21	48	4E	5.0	0.00
4132	A	21	48	4E	37.8	175.95
4133	A	23	48	4E	55.1	257.85
4134	G	22	48	4E	37.1	171.90
4135	R	21	48	4E	50.3	280.80
4137	M	22	48	4E	54.9	268.20
4138	E	24	48	4E	56.2	262.80
4141	A	27	48	4E	52.2	281.70
4141-1	A	27	48	4E	3.6	0.00
4142	L	22	48	4E	75.3	346.95
4143	F	23	48	4E	55.1	257.85
4144	B	13	48	4E	64.2	1,179.00
4145	E	20	48	4E	55.4	262.35
4147	D	19	48	4E	70.3	305.55
4148	P	22	48	4E	63.0	1,505.25
4149	Q	21 & 28	48	4E	37.9	176.35
4149-1	Q	21 & 28	48	4E	38.6	179.60
4150	E	25	48	5E	135.2	261.00
4151	Pt. E	16	48	4E	44.6	259.65
4151-1	Pt. E	16	48	4E	7.0	0.00
4152	A	16	48	4E	49.5	232.20
4153	H	21	48	4E	34.5	178.20
					2,413.4	\$15,797.25

EXHIBIT 2, Part 2

Summary of payments made by individuals  
receiving water pumped from "D" Canal

Revised  
February 1, 1956

KLAMATH IRRIGATION DISTRICT  
RT. 2 - BOX 542  
KLAMATH FALLS, OREGON

Right al No.	Legal description of land Unit	Sect.	Twp.	Rng.	Contract No. and date	Irrigable acres	Total Const. Charge	Amount Accrued to Dec. 31, 1955	To be Collected		To be collected by Tule Lake Irrigation District Due after 1956	Schedule of future annual payments
									by USBR Dec. 31, 1955 (Unmatured)	Due in 1956		
25	Lot 4	13	48	5 )	Irr-149; June '27	25.3 )	\$ 861.38	1,827.83	1,222.75	91.39	1,131.36	\$91.39 - 1956 thru 1966 78.18 - 1967 and 1968 61.10 - 1969
	Pt. Lot 1, E of "D" canal	14	48	5 )		4.3 )	146.40					
	NE $\frac{1}{4}$ NW $\frac{1}{4}$	24	48	5 )		40.0 )	1,361.87					
	Pt. NW $\frac{1}{4}$ NW $\frac{1}{4}$ E of "D" canal	24	48	5 )		20.0 )	680.93					
25-1	Lot 2	13	48	5 )	Irr-149; June '27	21.0 )	714.98	954.76	638.62	47.74	590.88	47.74 - 1956 thru 1966 40.83 - 1967 and 1968 31.82 - 1969
	Lot 3	13	48	5 )		25.8 )	878.40					
32	NE $\frac{1}{4}$ NE $\frac{1}{4}$	24	48	5 )	Irr-159; Aug. '27	0.2 )	6.81	758.79	507.74	37.94	469.80	37.95 - 1956 thru 1966 32.44 - 1967 and 1968 25.38 - 1969
	NW $\frac{1}{4}$ NE $\frac{1}{4}$	24	48	5 )		37.0 )	1,259.72					
32-1	SW $\frac{1}{4}$ NE $\frac{1}{4}$	24	48	5 )	Irr-159; Aug. '27	28.8 )	981.06	2,105.24	1,410.23	105.26	1,304.97	105.26 - 1956 thru 1966 90.74 - 1967 and 1968 70.89 - 1969
	Pt. SE $\frac{1}{4}$ NW $\frac{1}{4}$ E of "D" Canal	24	48	5 )		36.4 )	1,239.96					
	Pt. SW $\frac{1}{4}$ NW $\frac{1}{4}$	24	48	5 )		1.9 )	64.72					
	Pt. NE $\frac{1}{4}$ SW $\frac{1}{4}$	24	48	5 )		16.0 )	545.03					
	NW $\frac{1}{4}$ SE $\frac{1}{4}$	24	48	5 )		20.1 )	684.70					
39	NW $\frac{1}{4}$ NW $\frac{1}{4}$	36	48	5 )	Irr-175; Aug. '27	5.1	173.40	116.17	57.23	5.20	52.03	5.20 - 1956 thru 1965 5.23 - 1966
39-1	SW $\frac{1}{4}$ SE $\frac{1}{4}$	24	48	5 )	Irr-175; Aug '27	18.3	623.98	373.34	250.64	18.67	231.97	18.67 - 1956 thru 1966 15.09 - 1967 thru 1969
Total						300.2	\$10,223.34	6,136.13	4,087.21	306.20	3,781.01	

EXHIBIT 2 - Part 1

Summary of payments made by individuals in  
Main Division receiving water by pumping  
from the L Canal

KLAMATH IRRIGATION DISTRICT  
RT. 2 - BOX 542  
KLAMATH FALLS, OREGON

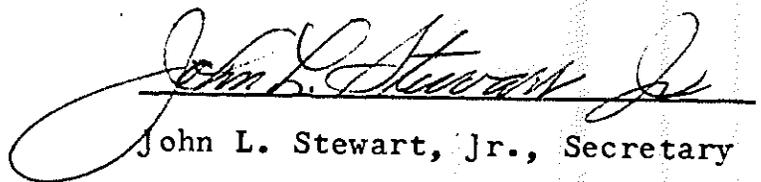
Water Right Serial Number	Description on Farm Unit Plat				Irrigable Acres	Total Construction Charge	Amount Accrued to Dec. 31, 1955	To be collected		To be collected by Tule Lake Irrigation District Due after 1956	Schedule of Future Payments				
	Farm Unit	Sect.	TP.	Rng.				Dec. 31, 1955 (Unmatured)	By USBR Due in 1956		Fiscal Year of Last Payment	Payment per Year Except Last Year	Payment Last Year		
286	Lot 1	14	48	5E	16.3	695.21									
	Lot 2	14	48	5E	27.7	1,181.43									
	NE 1/4 NE 1/4	23	48	5E	39.0	1,663.40									
	NW 1/4 NW 1/4	24	28	5E	12.5	533.15									
	SW 1/4 NW 1/4	24	48	5E	33.3	1,420.28									
	SE 1/4 NW 1/4	24	28	5E	0.6	25.60									
	E 1/4 NW 1/4 SW 1/4	24	48	5E	17.2	733.60									
	NE 1/4 SW 1/4	24	48	5E	14.2	605.65	6,858.32	0	0	0					
286-1	SE 1/4 SW 1/4	24	48	5E	30.6	1,305.29	1,305.29	0	0	0					
3027	C	23	48	5E	69.8	3,141.00	1,821.78	1,319.22	0	0	1,319.22				
3028	D	23	48	5E	78.7	3,541.50	2,054.12	1,487.38	0	0	1,487.38				
3031	A	23	48	5E	60.2	2,709.00	1,571.22	1,137.78	0	0	1,137.78				
3036	B	23	48	5E	78.9	3,574.22	2,048.72	1,525.50	0	0	1,525.50	(	Not scheduled Class 5		
3068	A	25	48	5E	52.9	2,397.07	1,409.40	987.67	0	0	987.67				
3069	B	25	48	5E	60.4	2,718.00	1,626.08	1,091.92	0	0	1,091.92				
3070	Lot 3	23	48	5E	21.3	835.67									
	SE 1/4 NE 1/4	23	48	5E	27.7	1,086.77	1,922.44	0	0	0					
3070-1	Lot 1	24	48	5E	25.8	1,012.23	1,012.23	0	0	0					
3070-2	Lot 1	25	48	5E	37.5	1,471.20	1,471.20	0	0	0					
3070-3	Lot 2	25	48	5E	15.8	616.20	616.20	0	0	0					
3073	Lot 3	14	48	5E	12.7	498.38									
	Lot 4	14	48	5E	17.7	694.60									
	Lot 1	23	48	5E	20.5	804.47									
	Lot 2	23	48	5E	18.7	733.85									
	NW 1/4 NE 1/4	23	48	5E	29.9	1,173.37	3,904.67	0	0	0					
3087		15	48	5E	58.4	2,628.00	704.16	1,923.84	0	0	1,923.84				
3088	Lot 1	22	48	5E	1.8	133.38									
	NW 1/4 SW 1/4	24	48	5E	11.5	852.15	985.53	0	0	0					
3089	Lot 1	36	48	5E	9.2	950.82	95.08	855.74	47.54	0	808.20	1973	47.54	47.56	
					900.8	39,735.49	29,406.44	10,329.05	47.54	10,281.51					



R E S O L U T I O N

RESOLVED, that proposed contract, dated April 25, 1962, between the Klamath Basin Improvement District and the Klamath Irrigation District, providing that KID shall care for, operate and maintain the Project Works and to deliver water furnished pursuant to the contract between the United States of America and KBID for use of lands of KBID, be and the same hereby is approved and the President and Secretary be and they hereby are authorized to execute the same.

I, John L. Stewart, Jr., hereby certify that the foregoing is a full, true and correct copy of the Resolution duly adopted by the Board of Directors of the Klamath Irrigation District at a special meeting held April 25, 1962, with three of the three directors being present and voting.

  
John L. Stewart, Jr., Secretary

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C O N T R A C T

THIS CONTRACT, made this 25th day of April, 1962, between Klamath Basin Improvement District, a public corporation of the State of Oregon, hereinafter referred to as KBID, and Klamath Irrigation District, a public corporation of the State of Oregon, hereinafter referred to as KID,

W I T N E S S E T H, THAT:

EXPLANATORY RECITALS

WHEREAS, KBID is presently negotiating with The United States of America, hereinafter referred to as the United States, for surplus water from the Klamath Project, Oregon-California, of the United States Department of the Interior, Bureau of Reclamation, for the irrigation of lands within KBID; and

WHEREAS, the United States and KID have heretofore entered into contract dated November 29, 1954, and numbered 14-06-200-3784 under which the United States turned over to KID for operation certain works of the Klamath Project which works will be necessary for the purpose of furnishing such surplus water of the Klamath Project for the benefit of lands within KBID; and

WHEREAS, The United States requires that a contract satisfactory to it be entered into between KBID and KID wherein KID shall agree to care for, operate and maintain the project works and to deliver the water furnished pursuant to the contract between the United States and KBID for use of lands of KBID;

NOW, THEREFORE:

In consideration of the agreements and payments to be kept and made to it by KBID, KID agrees:

(1) It shall care for, operate and maintain the project works in the manner provided for in the contract between the United States and KBID.

(2) It shall accept the water furnished pursuant to the contract between the United States and KBID, and transport and deliver

1 such water to such points on the Project works operated by KID as  
2 may be designated by KBID. KBID shall provide such measuring de-  
3 vices as may be required by the United States.

4 (3) It shall furnish office facilities necessary for KBID  
5 at KID headquarters and furnish at said headquarters all necessary  
6 supplies and clerical help and perform all administrative services  
7 which may be required, including preparation of necessary assess-  
8 ment rolls.

9 (4) It shall accept from water users all payments of assess-  
10 ments and charges made by KBID.

11 (5) It shall account for and pay to the United States all  
12 moneys received by it for account of the United States at the times  
13 provided in the contract between the United States and KBID.

14 (6) KID consents to the enlargement, extension, or modifica-  
15 tion of works owned or being operated and maintained by KID insofar  
16 as may be necessary to comply with the contract between the United  
17 States and KBID. Thereafter on completion of construction all such  
18 enlargements, extensions and modifications shall be transferred to  
19 KID for care, operation and maintenance.

20 In consideration of the foregoing KBID agrees to and with  
21 KID:

22 (1) It shall annually prescribe, fix, make, assess and levy  
23 charges and assessments in sufficient amount for the purpose of  
24 providing money necessary for all purposes whatever, including main-  
25 tenance and operation, estimated delinquencies on assessments,  
26 principal and interest of maturing indebtedness and such reserve as  
27 may be necessary.

28 (2) It shall pay to KID an amount each year equal to the  
29 number of irrigable acres included in KBID multiplied by one-half  
30 of the per acre charge assessed by KID on irrigable land included  
31 in KID, provided, however, that the said per acre charge for O & M  
32 shall not be charged or required by KID for any irrigable lands of

1 KBID until six years after completion of the works, unless water  
2 is ordered prior to said date for the irrigation of said lands,  
3 and then said charge shall apply only to the land for which the  
4 water is ordered, it being understood that water will be furnished  
5 for any portion of the lands of KBID on request of KBID at any  
6 time after construction is completed and that the O & M charges  
7 will be prepaid on the lands for which the water is so ordered.  
8 Said payments shall be made as follows: March 1, June 1, September 1,  
9 and December 1, of each <sup>year</sup> , commencing March 1, 1963.

10 Decision of KID as to amount of its annual assessment for O & M  
11 shall be binding on KBID.

12 † (3) Waste and seepage waters shall be conducted to and dis-  
13 charged into the project drains and shall not be discharged into  
14 KID irrigation ditches.

15 The parties further agree as follows:

16 (1) Project works shall mean and include works and facili-  
17 ties of the Klamath Project which have been transferred to KID for  
18 operation and maintenance and which contribute to the irrigation,  
19 drainage or flood protection of the KBID lands, as enlarged,  
20 extended or otherwise modified pursuant to the contract hereinbefore  
21 referred to between the United States and KBID.

22 (2) All rights to the use and delivery of water hereunder  
23 are inferior and subject to prior rights reserved for the lands of  
24 the Klamath Project.

25 (3) KBID shall pay KID interest at the rate of one-half ( $\frac{1}{2}$ )  
26 of one (1) per cent per month or fraction thereof on every install-  
27 ment or charge required to be paid hereunder which shall remain un-  
28 paid after it shall have become due and payable.

29 (4) Payment of charges by KBID to KID as provided for herein  
30 is a prerequisite to the right to service from the Project Works,  
31 and no irregularity in levying assessments or charges by KBID, nor  
32 lack of authority in KBID, whether affecting the validity of KBID

1 assessments or charges or not, shall be held to authorize or permit  
2 KBID, or any water user thereof, to demand or receive service from  
3 the Project Works unless such charges have been paid to KID.

4 KBID as a whole is obligated to pay to KID the charges which  
5 become due as provided in this contract notwithstanding the indi-  
6 vidual default in the payment to KBID by individual water users of  
7 assessments or other charges levied by KBID. KBID will cause to be  
8 levied and collected all necessary assessments and charges and will  
9 use all of the authority and resources of KBID to meet its obliga-  
10 tions hereunder and to make in full all payments to be made pursuant  
11 to this contract on or before the date such payments become due, and  
12 to meet its other obligations under this contract. KBID shall use  
13 funds available to it from any source and require the payment of  
14 charges and assessments to meet its obligations hereunder.

15 (5) No service from the Project Works shall be furnished by  
16 KID to or for the use of lands in KBID during any period in which  
17 KBID may be in arrears in advance payments of amounts becoming due  
18 to KID hereunder. No service from the Project Works shall be fur-  
19 nished by KBID to any lands or parties which are in arrears in pay-  
20 ment to KBID of any assessments or other charges of KBID levied or  
21 assessed by KBID and necessary for the purpose of raising revenues  
22 to meet payments by KBID to the United States required by the con-  
23 tract between them.

24 (6) On account of drought, inaccuracy in distribution, or  
25 other cause, there may occur at times a shortage in the quantity of  
26 water that is available for delivery hereunder, and in no event  
27 shall any liability accrue against KID or any of its officers, agents  
28 or employees for any damage, direct or indirect, arising therefrom.

29 (7) Services to be performed by KID hereunder do not include  
30 legal services, nor proceedings for foreclosure or enforcement of  
31 the lien of any assessment.

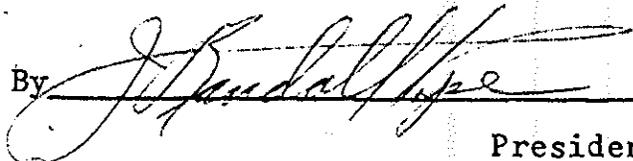
32 (8) The term of this contract shall be for the period

1 commencing with the transfer to KID of the works constructed by  
2 KBID and terminating at such time as all financial obligations of  
3 KBID to the United States are discharged. KBID shall have the  
4 option to extend this contract for successive periods of twenty-  
5 five years each.

6 (9) At such time as the United States shall release its title  
7 to the Project Works, or any thereof, such title shall vest in KID.  
8 At that time, KBID shall transfer to KID any title it may have to  
9 any works constructed on rights-of-way theretofore acquired by KBID  
10 together with such rights-of-way. Provided, however, that such  
11 transfer shall not be made prior to full payment to the United States  
12 of all obligations of KBID without consent of the United States.

13 IN WITNESS WHEREOF, the parties hereto have caused this con-  
14 tract to be duly executed the day and year first hereinabove written.

15 KLAMATH BASIN IMPROVEMENT DISTRICT

16  
17 By  \_\_\_\_\_

18 President

19 ATTEST:  \_\_\_\_\_

20 Secretary

21 KLAMATH IRRIGATION DISTRICT

22  
23 By  \_\_\_\_\_

24 President

25 ATTEST:  \_\_\_\_\_

26 Secretary

27  
28  
29  
30  
31  
32

Other Districts  
 TID  
 Calif D & OR. J Lands  
**RECEIVED**  
 FEB 27 2013  
 Klamath Irrigation District

EXHIBIT A  
 OREGON J LANDS

<u>T. I. D.</u> <u>FARM UNIT NO.</u>	<u>K. I. D.</u> <u>ACCOUNT NO.</u>	<u>PRESENT OWNER</u>	<u>ACRES</u>
3004	4111-1500-0400	Hargroves, Gerald	34.6
3005	4111-1500-0500	Takacs, Richard	36.4
3037	4111-1400-0500	Wong, Sam	37.0
4001	4111-1500-1100	Hatfield, David	1.8
4001-1	4111-1500-0900	Drager, L.	28.6
4001-2	4111-1500-1300	Danosky, Robert	18.6
4001-3	4111-1500-1400	Hitchcock, Earl	1.0
4002	4111-1400-0600	Ratliff, Patrick	41.5
4003	4112-1800-0800 4112-1900-0300 4112-1900-0400	Taylor, Ival	64.0
4004	4111-1500-1600	Laymance, Winifred	39.2
4004-1	4111-1500-1500	Woods, Deloris	18.8
4005	4111-1300-0900	Cacka, Edward	74.1
4008	4111-1300-0100	Taylor, Cliff	51.2
4008-2	4111-1300-0600	Rogers, Paul	1.7
4010	4111-1500-0700 4111-1500-0800	Wilson, K.B. Chin, Dan	1.7 71.6
4011	4111-1500-0600	Rakacs, Richard	75.5
4012	4111-1500-1700	Ratliff Potatoes	34.8
4014	4111-1300-0800	Ommert, Ray	72.2
4015	4111-1300-0700	Schultz, Earl, Otto & Dorothy	71.7
4016	4111-1400-0201	Epping, Carl	5.0
4017-1	4111-1400-0200	Micka, D.A.	120.2
4018	4111-1400-0700	Ratliff, Donald	61.6
4019	4111-1300-0200	Unruh, Leslie	64.5
4020	4111-1400-0400	Ratliff, Donald	72.3
4021	4112-1900-0500 4112-1900-0600	Flanders, Edward	55.8
4022	4111-1300-0300	SRI Corp	55.2
4023	4111-1900-0700	Hoyt, Amos	54.7

T. I. D.  
FARM UNIT NO.

K. I. D.  
ACCOUNT NO.

PRESENT OWNER

ACRES

4023-1	4112-1900-0900	Hoyt, Amos	2.0
4024	4111-1300-0400	Ratliff, Donald	55.9
4025	4111-1300-0500	Stilwell, Fred	54.2
4026	4112-2000-0300	Victorine, Joseph	65.1
4027	4112-1800-1000	Unruh, Clark	30.0
4027-1	4112-1900-0100	Unruh, Leslie	31.8
	4112-1800-1100		
4028	4112-2000-0400	Dunlea, Eugene	64.2
4029	4111-1400-0600	Ratliff, Patrick	39.4
4029-1	4111-1400-0700	Ratliff, Donald	20.2
4030	4111-1700-0400	McKoen, L. Jr.	12.4
4031	4112-1900-0800	Roble, William	53.5
4032	4111-1500-1200	Chin, Dan	48.2
4032-1	4111-1600-0700	Lyman, James K.	19.5
	4111-1600-0800		
	4111-1600-1400		
	4111-1600-1300	Oren & Son	
4032-2	4111-1600-1700	Levy & Zenter	2.0
4032-3	4111-1600-1600	Staunton, Edward & John	2.0
4032-4	4111-1600-1500	McKoen, Leo & Barbara	.7
4033	4112-1800-0900	Taylor, Ival	59.6
	4112-1900-0200		
4034	4112-2000-0200	Johnson, Conrad	33.0
3035	4112-2000-0600	Rohrbacker, Raumont	68.2
	4112-2100-0400		
4035-1	4112-2100-0300	Duncan, Kenneth	14.3
4036	4112-2000-0500	Victorine, Joseph	56.9
4038	4111-1600-0200	Orem & Son	27.5
4038-1	4111-1600-0200	Orem & Son	11.3
	4111-1600-0600	Chin, Dan	
4038-2		Lyman, James K.	3.5
4039	4111-1600-1000	Cacka, Frank	73.3
	4111-1600-1001		
4039-1	4111-1600-1200	McKoen, L. Jr.	46.0
4039-2	4111-1600-0900	Lyman, James K.	17.0
		TOTAL	2177.0

RECEIVED

FEB 27 2013

Klamath Irrigation District

CONTRACT BETWEEN  
TULELAKE IRRIGATION DISTRICT  
AND  
KLAMATH IRRIGATION DISTRICT  
TO PROVIDE FOR IRRIGATION SERVICE TO  
OREGON J LANDS  
AND  
CALIFORNIA D LANDS

THIS CONTRACT, made this 17th day of May, 1989,  
by and between TULELAKE IRRIGATION DISTRICT (hereinafter referred to  
as "TULELAKE"), an irrigation district duly organized, existing and acting  
pursuant to the laws of the State of California, and KLAMATH IRRIGATION  
DISTRICT (hereinafter referred to as "KLAMATH"), an irrigation district duly  
organized, existing and acting pursuant to the laws of the State of Oregon;

WITNESSETH THAT:

WHEREAS, the lands of TULELAKE and KLAMATH are within, form  
a part of, and are served by the Klamath Reclamation Project of the United  
States Department of the Bureau of Reclamation; and

WHEREAS, TULELAKE, pursuant to Contract between it and the  
United States, operates and maintains most of that part of the irrigation and  
drainage works of said Project which are located within the Tule Lake Basin  
in the State of California and assesses and collects its annual cost of operating  
and maintaining its District or other costs provided for by that contract with  
the United States, as well as any annual construction charges due, from the  
water users within its District or otherwise served by it pursuant to its  
Contract with the United States; and

WHEREAS, KLAMATH, pursuant to various Contracts between it and  
the United States, operates and maintains most of that part of the irrigation  
and drainage works of said Project which are located within the State of  
Oregon and assesses and collects its annual cost of operating and maintaining

its District or other costs provided for by those Contracts with the United States, as well as any annual construction charges due, from the water users within its District or otherwise served by it pursuant to its Contract with the United States; and

WHEREAS, due to the manner in which the United States constructed said Project irrigation works a portion of the lands within KLAMATH in Oregon, hereinafter referred to as the J Lands, are served by the J Canal, which is operated and maintained by TULELAKE pursuant to its Contract with the United States and a portion of the lands within TULELAKE in California, hereinafter referred to as the D Lands, are served by the D Canal, which is operated and maintained by KLAMATH pursuant to its Contracts with the United States; and

WHEREAS, a formal inter-district agreement was entered into between KLAMATH and TULELAKE on May 22, 1978, providing for each District to compensate the other for the services provided to its said Lands by the other District; and

WHEREAS, KLAMATH terminated said Agreement on September 14, 1988; and

WHEREAS, the Parties desire to enter into a new Agreement for said services provided by each to said Lands of the other;

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed as follows:

- (1) Attached hereto marked Exhibit A is an itemized Schedule of the Oregon J Lands served by TULELAKE setting forth the Account Number, Name of Present Owner and the Total Number of Assessable Acres of each Tract of Land in Oregon which is to be served by TULELAKE. Attached hereto marked Exhibit B is a map of said Oregon J Lands. Attached hereto marked Exhibit C is an itemized Schedule of the California D Lands served by

KLAMATH setting forth the Account Number, Name of Present Owner and Total Number of Assessable Acres of each Tract of Land in California which is to be served by Klamath. Attached hereto marked Exhibit D is a map of said California D Lands.

- (2) Each District shall continue to charge the other District for its said services to said District's Lands the same Annual Assessment that it assesses the Lands within its own District, except that Warren Act Lands shall be assessed in accordance with the Contracts referred to hereinabove only one-half of said Annual Assessment. Said Assessment shall be charged against the Acreage itemized in the attached Exhibits.
- (3) Each District shall on or before January 1 of each year submit to the other an itemized Statement of the charges due it, which Statement shall be due and payable on or before January 31st of that year. Each District hereby acknowledges receipt of charges due it from the other District for the year 1989.
- (4) TULELAKE shall continue to pay to KLAMATH the Lease Land Credits for the Oregon J Lands as defined in Article 4 (d) of Contract No. 14-06-200-5954 between the United States and Tulelake Irrigation District, dated September 10, 1956.
- (5) TULELAKE shall defend and indemnify KLAMATH from, and hold it harmless against, all losses and liabilities resulting from claims based on personal injury or property damage arising from incidents that occur on lands served by TULELAKE. KLAMATH shall defend and indemnify TULELAKE from, and hold it harmless against, all losses and liabilities resulting from claims based on personal injury or property damage arising from incidents that occur on lands served by KLAMATH.
- (6) Each District shall have the right, upon written notification to the other, to request a meeting for the review and amendment

of this Contract and either District may cancel this Contract thirty days after written notification to the other District.

- (7) This agreement will be deemed to have become effective on January 1, 1989.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

ATTEST:

Carl C. Sanosky  
Secretary

TULELAKE IRRIGATION DISTRICT

By Charles J. Boley  
President, Board of Directors

ATTEST:

David A. Solen

KLAMATH IRRIGATION DISTRICT

By Marty Clui  
President, Board of Directors

EXHIBIT A  
OREGON J LANDS

<u>T. I. D.</u> <u>FARM UNIT NO.</u>	<u>K. I. D.</u> <u>ACCOUNT NO.</u>	<u>PRESENT OWNER</u>	<u>ACRES</u>
3004	4111-1500-0400	Hargroves, Gerald	34.6
3005	4111-1500-0500	Takacs, Richard	36.4
3037	4111-1400-0500	Wong, Sam	37.0
4001	4111-1500-1100	Hatfield, David	1.8
4001-1	4111-1500-0900	Drager, L.	28.6
4001-2	4111-1500-1300	Danosky, Robert	18.6
4001-3	4111-1500-1400	Hitchcock, Earl	1.0
4002	4111-1400-0600	Ratliff, Patrick	41.5
4003	4112-1800-0800 4112-1900-0300 4112-1900-0400	Taylor, Ival	64.0
4004	4111-1500-1600	Laymance, Winifred	39.2
4004-1	4111-1500-1500	Woods, Deloris	18.8
4005	4111-1300-0900	Cacka, Edward	74.1
4008	4111-1300-0100	Taylor, Cliff	51.2
4008-2	4111-1300-0600	Rogers, Paul	1.7
4010	4111-1500-0700 4111-1500-0800	Wilson, K.B. Chin, Dan	1.7 71.6
4011	4111-1500-0600	Rakacs, Richard	75.5
4012	4111-1500-1700	Ratliff Potatoes	34.8
4014	4111-1300-0800	Ommert, Ray	72.2
4015	4111-1300-0700	Schultz, Earl, Otto & Dorothy	71.7
4016	4111-1400-0201	Epping, Carl	5.0
4017-1	4111-1400-0200	Micka, D.A.	120.2
4018	4111-1400-0700	Ratliff, Donald	61.6
4019	4111-1300-0200	Unruh, Leslie	64.5
4020	4111-1400-0400	Ratliff, Donald	72.3
4021	4112-1900-0500 4112-1900-0600	Flanders, Edward	55.8
4022	4111-1300-0300	SRI Corp	55.2
4023	4111-1900-0700	Hoyt, Amos	54.7

<u>T.I.D.</u> <u>FARM UNIT NO.</u>	<u>K.I.D.</u> <u>ACCOUNT NO.</u>	<u>PRESENT OWN</u>	<u>ACRES</u>
4023-1	4112-1900-0900	Hoyt, Amos	2.0
4024	4111-1300-0400	Ratliff, Donald	55.9
4025	4111-1300-0500	Stilwell, Fred	54.2
4026	4112-2000-0300	Victorine, Joseph	65.1
4027	4112-1800-1000	Unruh, Clark	30.0
4027-1	4112-1900-0100	Unruh, Leslie	31.8
	4112-1800-1100		
4028	4112-2000-0400	Dunlea, Eugene	64.2
4029	4111-1400-0600	Ratliff, Patrick	39.4
4029-1	4111-1400-0700	Ratliff, Donald	20.2
4030	4111-1700-0400	McKoen, L. Jr.	12.4
4031	4112-1900-0800	Roble, William	53.5
4032	4111-1500-1200	Chin, Dan	48.2
4032-1	4111-1600-0700	Lyman, James K.	19.5
	4111-1600-0800		
	4111-1600-1400		
	4111-1600-1300	Oren & Son	
4032-2	4111-1600-1700	Levy & Zenter	2.0
4032-3	4111-1600-1600	Staunton, Edward & John	2.0
4032-4	4111-1600-1500	McKoen, Leo & Barbara	.7
4033	4112-1800-0900	Taylor, Ival	59.6
	4112-1900-0200		
4034	4112-2000-0200	Johnson, Conrad	33.0
3035	4112-2000-0600	Rohrbacker, Raumont	68.2
	4112-2100-0400		
4035-1	4112-2100-0300	Duncan, Kenneth	14.3
4036	4112-2000-0500	Victorine, Joseph	56.9
4038	4111-1600-0200	Orem & Son	27.5
4038-1	4111-1600-0200	Orem & Son	11.3
	4111-1600-0600	Chin, Dan	
4038-2		Lyman, James K.	3.5
4039	4111-1600-1000	Cacka, Frank	73.3
	4111-1600-1001		
4039-1	4111-1600-1200	McKoen, L. Jr.	46.0
4039-2	4111-1600-0900	Lyman, James K.	17.0
		TOTAL	2177.0

EXHIBIT B

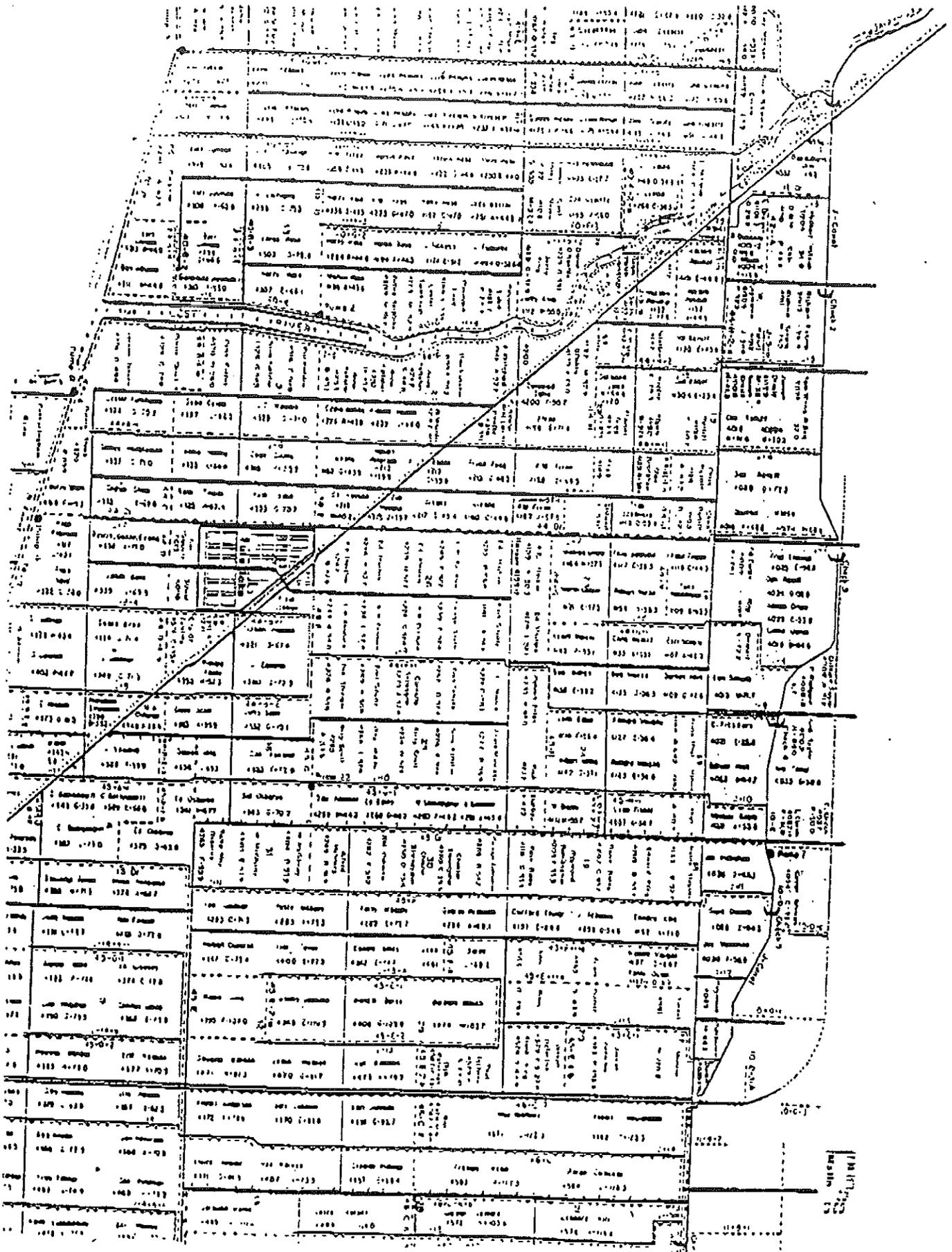
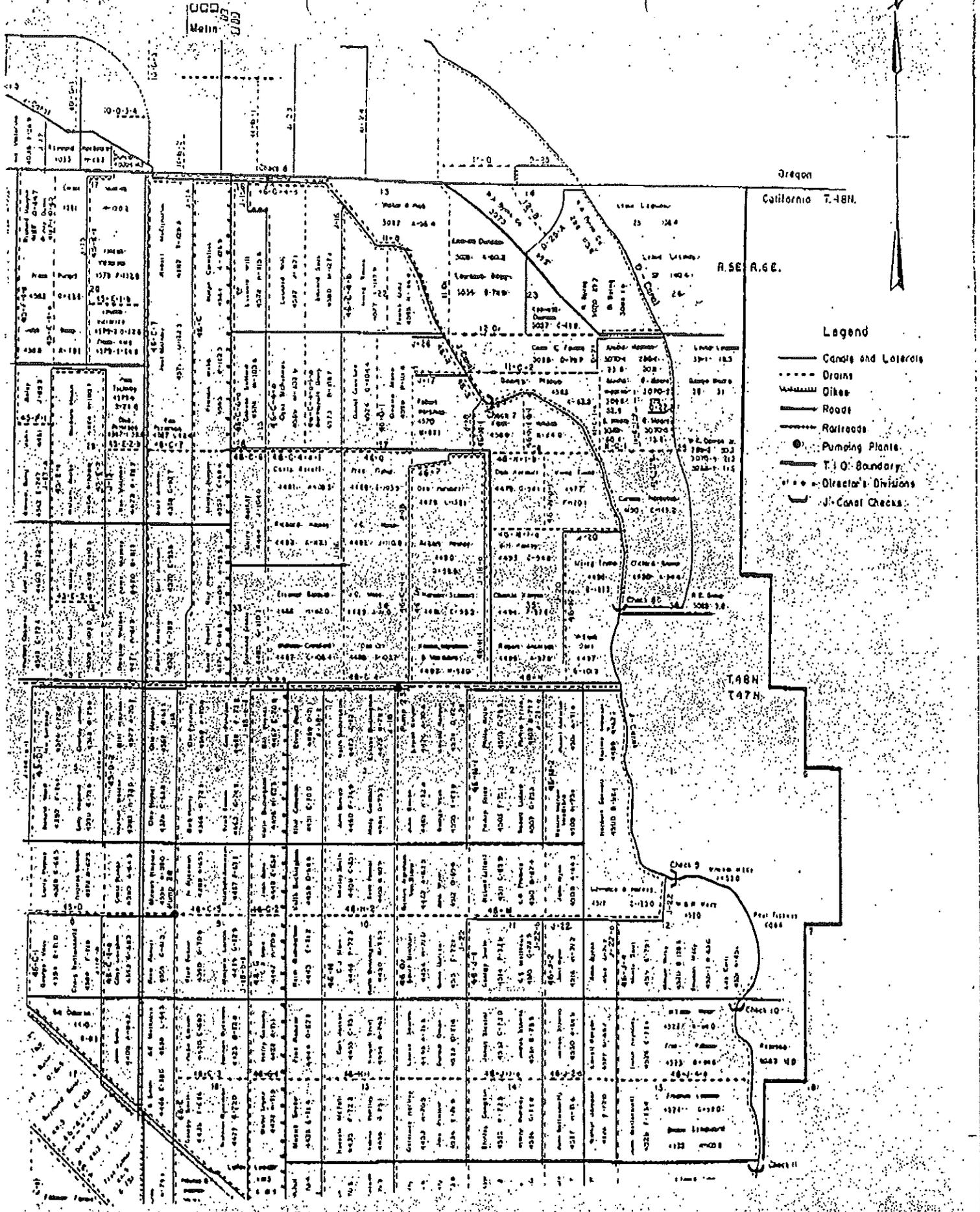


EXHIBIT D



UCD  
Molin  
07

Oregon  
California T.48N.

R.5E R.6E.

Legend

- Canals and Laterals
- - - - - Drains
- ~~~~~ Dikes
- == Road
- +—+— Railroads
- Pumping Plants
- T.I.D. Boundary
- Directors Divisions
- ⌒ J-Coast Checks

T.48N  
T.47N

Check 9  
4510  
4511

Post Office  
4566

Check 10  
4567

Check 11

CONTRACTNO	ContractNum	Date	Name	ClaimAcres	POD_T	POD_R	POD_Sec	Notes	Acres
14-06-200-3028A	14-06-200-3028A	8/30/1966	Bradley	34.6	40S	9E	3	<Null>	40.00525
14-06-200-3059A	14-06-200-3059A	9/20/1966	Stewart	34.02	40S	9E	3	<Null>	31.24728
14-06-200-3072A	14-06-200-3072A	9/26/1966	Schaffner	99.25	40S	9E	3	<Null>	103.0885
14-06-200-5735A	14-06-200-5735A	2/3/1972	Lyons	54	39S	9E	20	<Null>	57.1994
14-06-200-5737A	14-06-200-5737A	1/18/1972	Fleming	60.3	39S	9E	25	<Null>	56.88739
14-06-200-5738A	14-06-200-5738A	1/19/1972	Horsley	10	39S	9E	31	<Null>	7.652871
I1r-0143	I1r-0143	5/16/1927	Lewis	52.9	40S	10E	28	<Null>	52.22242
I1r-0144	I1r-0144	5/28/1927	Beardsley	139.5	40S	10E	29	amended 5/12/1936 from 2 to 2.5 AF	142.1493
I1r-0145	I1r-0145	5/18/1927	Martin	91.6	40S	10E	25	amended 6/22/1936 (Steiger) from 2 to 2.5 AF	97.65458
I1r-0146	I1r-0146	5/28/1936	Johnson	90.1	40S	10E	25	amends 5/21/1927 (Axel) from 2 to 2.5 AF	96.61798
I1r-0148	I1r-0148	5/27/1927	Taylor	61.9	40S	10E	25	amended 5/12/1936 from 2 to 2.5 AF	53.94351
I1r-0149	I1r-0149	5/20/1927	Dalton	136.4	41S	12E	15	<Null>	140.9637
I1r-0151	I1r-0151	5/24/1927	Jinnette	60.2	40S	10E	25	amended 5/18/1936 from 2 to 2.5 AF	61.45484
I1r-0155	I1r-0155	5/19/1927	Barks	133.5	40S	10E	29	amended 5/11/1936 from 2 to 2.5 AF	133.1979
I1r-0156	I1r-0156	5/19/1927	Barks	45.1	40S	10E	29	amended 5/11/1936 from 2 to 2.5 AF	50.46086
I1r-0157	I1r-0157	5/28/1927	Hill	57	40S	10E	26	amended 6/2/1936 from 2 to 2.5 AF	61.541
I1r-0159	I1r-0159	5/26/1927	Franks	140.4	41S	12E	15	<Null>	137.2922
I1r-0161	I1r-0161	6/11/1927	Dolan	70.5	40S	9E	14	<Null>	68.42391
I1r-0163	I1r-0163	6/16/1927	Thompson	80	40S	9E	8	<Null>	81.9692
I1r-0164	I1r-0164	6/11/1927	Stewart	73.7	40S	9E	3	<Null>	72.03766
I1r-0165	I1r-0165	6/7/1927	Buesing	30	40S	10E	33	<Null>	29.71665
I1r-0166	I1r-0166	6/2/1927	Peterson	10	39S	9E	14	<Null>	9.751388
I1r-0175	I1r-0175	6/22/1927	Grayson	23.4	41S	12E	15	<Null>	23.67388
I1r-0248	I1r-0248	11/30/1927	Dehlinger	60.5	40S	10E	6	<Null>	62.72614
I1r-0328	I1r-0328	6/15/1928	Young	56	39S	10E	33	amended 6/16/1937 (Dehlinger) from 2 to 2.5 AF; map from I8r-0820	56.50014
I1r-0531	I1r-0531	2/13/1929	Schubert	25.4	40S	9E	10	amended 7/15/1936 from 2 to 2.5 AF	25.35179
I1r-0582	I1r-0582	11/9/1929	Bord	63	39S	10E	11	amended 4/23/1936 from 2 to 2.5 AF	63.25464
I8r-0374	I8r-0374	12/18/1930	Manning	106.3	40S	9E	1	amended 5/12/1936 from 2 to 2.5 AF	105.2066
I8r-0384	I8r-0384	2/24/1931	Montelius	20.7	40S	10E	29	amended 9/30/1936 from 2 to 2.5 AF	20.66637
I8r-0414	I8r-0414	5/15/1931	Shields/Hz	60	40S	11E	32	amended 6/10/1936 from 2 to 2.5 AF	62.3043
I8r-0415	I8r-0415	5/16/1931	McCormic	11.2	40S	11E	32	amended 5/20/1936 from 2 to 2.5 AF	11.0494
I8r-0416	I8r-0416	5/16/1931	Viken	29.4	40S	11E	32	amended 5/29/1936 from 2 to 2.5 AF	38.42349
I8r-0418	I8r-0418	5/16/1931	McCormic	39.2	40S	11E	32	amended 5/11/1936 (Reeder) from 2 to 2.5 AF	38.98701
I8r-0419	I8r-0419	5/16/1931	Icenbice/E	113.2	40S	11E	32	amended 6/24/1936 from 2 to 2.5 AF	111.6711
I8r-0420	I8r-0420	6/1/1931	Kandra	23.5	40S	11E	32	amended 10/13/1936 from 2 to 2.5 AF	20.66657
I8r-0421	I8r-0421	5/29/1931	Anderson	40.1	40S	11E	32	amended 6/23/1936 from 2 to 2.5 AF	37.52051
I8r-0426	I8r-0426	6/17/1931	Hadley	67.6	40S	11E	32	amended 6/10/1936 (Goldsworthy) from 2 to 2.5 AF; split off 67.6 ac	73.67915
I8r-0508	I8r-0508	7/7/1931	Hayes	17.7	40S	10E	8	<Null>	19.14679
I8r-0510	I8r-0510	12/26/1931	Rudolph	30.1	40S	10E	17	<Null>	29.48443
I8r-0511	I8r-0511	12/26/1931	Williams	79.7	40S	9E	12	amended 6/13/1936 from 2 to 2.5 AF	80.18084
I8r-0549	I8r-0549	6/20/1932	Hayes	13.8	40S	10E	8	<Null>	13.35101
I8r-0592	I8r-0592	6/14/1933	Martin	34.4	41S	11E	2	amended 7/15/1936 from 2 to 2.5 AF	35.53292
I8r-0626	I8r-0626	5/15/1934	Jinnette	38.8	40S	11E	31	amended 5/18/1936 from 2 to 2.5 AF	37.61015
I8r-0630	I8r-0630	5/16/1934	Barton	3.3	39S	11.5E	20	amended 5/11/1936 from 2 to 2.5 AF	3.348753
I8r-0631	I8r-0631	5/23/1934	Wright	17.9	39S	9E	16	amended 8/22/1936 from 2 to 2.5 AF	19.1068
I8r-0633	I8r-0633	7/23/1934	Walker	9	39S	9E	38	amended 8/13/1936 from 2 to 2.5 AF	8.928965
I8r-0672	I8r-0672	9/5/1935	Fountain	37.5	39S	9E	17	<Null>	41.65733
I8r-0675	I8r-0675	12/18/1935	Brendejsk	66.3	40S	R10E	19	<Null>	65.74267
I8r-0676	I8r-0676	12/18/1935	Dutton	15.5	39S	9E	28	<Null>	15.83818
I8r-0677	I8r-0677	12/19/1935	Stringer	17.8	39S	10E	12	<Null>	17.01969
I8r-0685	I8r-0685	12/28/1935	Mack	37.3	39S	9E	34	amended 6/23/1936 from 2 to 2.5 AF	37.3289
I8r-0689	I8r-0689	1/16/1936	O'Connor	155.9	40S	9E	15	amended 6/27/1936 from 2 to 2.5 AF	172.3524
I8r-0696	I8r-0696	5/11/1936	Webber	41	39S	11.5E	33	<Null>	41.87649
I8r-0701	I8r-0701	6/22/1936	Neese	33.7	40S	10E	8	<Null>	34.27742
I8r-0703	I8r-0703	6/26/1936	Jackson	37	40S	9E	2	<Null>	37.26155
I8r-0704	I8r-0704	6/29/1936	Johnson	10.2	40S	9E	11	<Null>	10.73282
I8r-0705	I8r-0705	7/2/1936	Storey	71.6	41S	10E	3	<Null>	71.85476
I8r-0793	I8r-0793	11/28/1936	Brown	31.2	40S	11E	4	<Null>	31.55972
I8r-0795	I8r-0795	2/26/1937	Dehlinger	42	40S	10E	7	<Null>	44.01034
I8r-0818	I8r-0818	5/28/1937	Barton	36	40S	11E	2	<Null>	37.53347
I8r-0820	I8r-0820	5/28/1937	Dehlinger	22.9	39S	10E	33	adjacent to I1r-0328	22.72842
I8r-0821	I8r-0821	5/28/1937	Reiling	45.5	39S	11.5E	29	<Null>	46.92997
I8r-0823	I8r-0823	6/12/1937	Williams	35.6	40S	9E	12	adjacent to I8r-0511	47.26018
I8r-0824	I8r-0824	6/18/1937	Galarneau	68.3	40S	10E	29	<Null>	69.07625
I8r-0829	I8r-0829	8/5/1937	Masten	36.4	39S	11.5E	21	<Null>	35.96627
I8r-0830	I8r-0830	8/5/1937	Grizzle	15.2	40S	9E	1	<Null>	15.07221
I8r-0848	I8r-0848	3/5/1938	Barton	29	40S	11E	2	<Null>	51.44519
I8r-0864	I8r-0864	6/21/1938	Tucker	139.5	40S	9E	9	<Null>	141.4908
I8r-0866	I8r-0866	6/21/1938	Burnett	6.9	40S	9E	4	<Null>	6.773142
I8r-0867	I8r-0867	6/21/1938	Huff	21.4	41S	11E	2	<Null>	21.79147
I8r-0896	I8r-0896	3/10/1939	Williams	28	40S	9E	12	<Null>	30.4554
I8r-0927	I8r-0927	1/30/1940	Daugherty	16.5	40S	9E	12	<Null>	17.45995
I8r-0930	I8r-0930	3/5/1940	Johnson	48.7	40S	9E	11	<Null>	49.05791
I8r-0931	I8r-0931	3/5/1940	Schmeiser	9.9	39S	11.5E	21	<Null>	10.21621
I8r-0937	I8r-0937	3/27/1940	Robison	65.9	41S	11E	4	<Null>	65.6958
I8r-0938	I8r-0938	4/12/1940	Pope	123.4	41S	11E	4	<Null>	124.171
I8r-0939	I8r-0939	4/16/1940	Barton	95	40S	11E	4	<Null>	98.25607
I8r-0940	I8r-0940	4/18/1940	Kandra	48.3	41S	11E	3	<Null>	48.8138
I8r-0941	I8r-0941	4/22/1940	Lacey	30.1	41S	11E	5	<Null>	30.24472
I8r-0943	I8r-0943	4/24/1940	Wise	50.5	40S	10E	5	<Null>	50.58557
I8r-0946	I8r-0946	5/17/1940	Koenig	30.6	39S	11.5E	32	adjacent to I8r-1085	29.9846
I8r-0947	I8r-0947	6/14/1940	Balin	85.6	40S	9E	12	<Null>	88.35192

I8r-0957	I8r-0957	12/20/1940	Stevenson	150	39S	10E	12 <Null>	181.5076
I8r-1035	I8r-1035	3/10/1942	Neese	13	40S	10E	8 <Null>	13.14363
I8r-1066	I8r-1066	3/26/1943	Abbott	20.3	39S	9E	28 <Null>	21.36699
I8r-1085	I8r-1085	5/10/1944	Koenig	20.4	39S	11.5E	32 adjacent to I8r-0946	20.88785
I8r-1088	I8r-1088	6/1/1944	Cornett/St	153.1	40S	10E	20 <Null>	152.9693
I1r-0152	I1r-0152	5/24/1927	Hammond	50.4	41S	11E	5 map from I8r-0941	51.02001
I1r-0337	I1r-0337	7/7/1928	Shulmire	28.8	39S	9E	28 amended 8/21/1936 from 2 to 2.5 AF	28.86602