



United States Department of the Interior

BUREAU OF RECLAMATION
SALEM PLANNING FIELD BRANCH
SUITE 335, EQUITABLE CENTER
530 CENTER STREET NE
SALEM, OREGON 97301

RECEIVED

JAN 26 1979

WATER RESOURCES DEPT
SALEM, OREGON

IN REPLY
REFER TO:

840.-

January 25, 1979

Ronald E. Detering
27020 Ferguson Road
Junction City, Oregon 97448

50943
33176
50865

Dear Mr. Detering:

Enclosed is your copy of Willamette Basin water service contract no. 8-07-10-W0145 which you left at this office for revision on January 24, 1979. You pointed out that a third point of diversion should be added to page 2 as follows:

- #3. 1,050 feet N. 63°55' E. from the S.W. corner of Samuel Looney D.L.C. (sec. 22, T. 15 S., R. 5 W.)--Long Tom Slough

In lieu of drafting an amendatory contract, we propose that this letter be attached to your copy of the contract.

Sincerely yours,

Robert A. Barbo

Robert A. Barbo
Chief, Planning
Field Branch

Enclosures

cc: ☒ Director, Oregon Water Resources Department, w/o enclosures
District Engineer, Portland District Corps of Engineers, w/o enclosures
Field Solicitor, Code PN-1150, Boise, Idaho, w/o enclosures
Code PN 362, Boise, Idaho, w/o enclosures
Code PN 440, Boise, Idaho, w/o enclosures



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May 25, 1978

RECEIVED
MAY 30 1978
WATER RESOURCES DEPT.
SALEM, OREGON

Ronald E. Detering
27020 Ferguson Road
Junction City, Oregon 97448

Dear Mr. Detering:

Enclosed is one duplicate original of the recently executed contract with the United States providing for water service from the Willamette Basin Project. The contract is numbered and dated as follows:

8-07-10-W0145, May 25, 1978

Copies of the contract are also being provided to the Oregon State Water Resources Department and the Corps of Engineers, Portland District.

Also enclosed is a form for your reporting operations during the 1978 irrigation season. Please maintain the form on a monthly basis during the 1978 irrigation season. The form should be returned to the Bureau's Regional Office in Boise, Idaho, at the address shown on the report form, not later than October 31, 1978. The form should be submitted even if you do not use stored water in 1978. If the form is not submitted by October 31, 1978, it will be assumed that you have used the maximum quantity of water available under the contract and you will subsequently be billed for excess water use in the 1978 irrigation season.

Sincerely yours,

Robert A. Barbo

Robert A. Barbo
Chief, Planning Field Branch

Enclosures

cc: Director, Oregon Water Resources Department (w/copy of encl.)
District Engineer, Portland District Corps of Engineers (w/copy of encl.)

Application No. 58262
Permit No.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Willamette Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 25 day of May, 1978, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, including section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), all of which acts are commonly known and referred to as the Federal Reclamation Laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this

contract, and Ronald E. Detering
(name)

27020 Ferguson Road, Junction City, Oregon 97448,
(address)

hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

2. WHEREAS, because the United States is engaged in the construction and operation of a system of multipurpose reservoirs in the Willamette Basin, Oregon, herein styled the Willamette Basin Project, there will be a flow of water that can be used for irrigation of land, and other beneficial uses, which flow as it is developed or as it will be augmented, was appropriated by the United States pursuant to the laws of Oregon for beneficial use under the Federal Reclamation Laws; and

3. WHEREAS, the Contractor is the owner of land hereinafter described, for which a water supply is desired to be secured from the United States;

NOW, THEREFORE, in consideration of the premises and the payment by the Contractor to the United States of the charges in the manner hereinafter provided, it is agreed:

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Arts. 2, 3

Water to be Provided by the United States

4. The United States shall make available each year to the Contractor during the irrigation season from April 1 to September 30, inclusive, water from the Willamette Basin Project for irrigation of the land of the Contractor described as follows:

NW $\frac{1}{4}$ SW $\frac{1}{4}$, 5 acres
SW $\frac{1}{4}$ SW $\frac{1}{4}$, 20 acres, all in T. 15 S., R. 5 W., sec. 14
SW $\frac{1}{4}$ NE $\frac{1}{4}$, 9 acres
SE $\frac{1}{4}$ NE $\frac{1}{4}$, 2 acres
SE $\frac{1}{4}$ NW $\frac{1}{4}$, 14.01 acres, all in T. 15 S., R. 5 W., sec. 22

Of the land described, 50.01 acres are to be irrigated. The quantity of water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but in no event shall it exceed a total diversion of 107.52 acre-feet annually, measured at the point of delivery of said water.

Place of Delivery and Measurement of Water

5. Water for the purposes hereof shall be made available at the following described point of diversion:

- #1. 2,540 feet south and 730 feet west of northeast corner of sec. 22, T. 15 S., R. 5 W.
- #2. 1,060 feet north and 655 feet east of southwest corner of sec. 14, T. 15 S., R. 5 W.

The Contractor shall receive said water at said point of diversion and shall be wholly responsible for taking said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured at:

Point of diversion.

by means of a measuring device or controlling device to be satisfactory to the Contracting Officer. Such devices shall be furnished, installed, and maintained by and at the expense of the Contractor, but they shall be and remain at all times under the control of the United States or of an appropriate State-appointed watermaster whose representative may at

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Arts. 4, 5

all times have access to them over any lands of the Contractor. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

Rate of Delivery of Water

6. The monthly supply of water hereunder diverted in any one month of the irrigation season, beginning in April and ending on or before September 30, shall not exceed 35 percent of the total maximum annual diversion as hereinabove set forth. The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the precise time of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him to adjust releases to meet the new schedules. Upon the appointment of a watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform his diversions and releases to the control of the stream as established by the watermaster.

Water Supply

7. (a) The Contractor and all other entities heretofore or hereafter contracting with the United States for a right to use water from the Willamette Basin Project shall, to the extent of their respective maximum contracted rights, have equal priority to the use of water from such project so far as that may be physically practicable and legally possible, without regard to the date of their respective contracts. It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Willamette Basin Project determined in accordance with the law governing the project.

(b) On account of drought, inaccuracy in distribution, or other cause, there may occur at times a shortage in the water supply provided 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 or any of its officers, agents or employees for any damage, direct or indirect, arising therefrom.

Water Charges

8. (a) For water supplies delivered under this contract the Contractor shall:

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Arts. 6, 7, 8(a)

(1) Pay a minimum charge equal to the annual rate per acre-foot established under (c) of this article times the acreage to be irrigated as specified in Article 4. In no event shall the minimum charge be less than ten dollars (\$10.00).

(2) Pay the annual rate established under (c) of this article for each acre-foot of water provided in addition to the entitlement obtained for payment of the minimum charge.

The quantity of water made available for payment of the aforescribed charges shall be limited by the total diversion permitted by Article 4 of this contract. Prior to the delivery of any water during an irrigation season, the Contractor shall make advance payment for the estimated amount of water required during that season with such payment being not less than the minimum charge. At the end of the irrigation season a determination will be made by the watermaster, if one is available on the stream involved, and if not, by the Contracting Officer, of the amount of stored water delivered. In the event the total quantity of stored water delivered to the Contractor is less than the estimated amount for which advance payment has been made, the Contractor shall be given credit for the difference between the amount advanced and the amount of obligation based on the water delivered, the latter amount in no event, however, to be less than the minimum charge. Any credit determined to be due will be applied on the payment of charges to come due in the succeeding irrigation season. In the event the total quantity delivered is more than the estimated amount for which advance payment is made, payment therefor shall be made within 30 days of the issuance of a bill therefor.

(b) Payments hereunder required shall be made at the office of the Bureau of Reclamation at Box 043, 550 West Fort Street, Boise, Idaho 83724, or such other place as may be directed by the Contracting Officer. Any sum of money required to be paid to the United States which remains unpaid after it has become due shall be subject to a penalty of one (1) percent per month from the date of delinquency until it has been paid.

(c) The annual rate per acre-foot of water beginning with the first irrigation season after the effective date of this contract has been established as one dollar (\$1.00) per acre-foot, but that rate is subject to revision from time to time throughout the term of this contract in accordance with the construction, operation, and maintenance costs of the Willamette Basin Project as allocated to the water supply available for irrigation uses, the then requirements of law relating to such allocations and the return of such costs, and the effect of the rate on irrigation development through this and similar contracts. Any revision will be made only as to future charges and only after consultation with the Willamette River Basin Commission, and shall be announced by written notice to the Contractor at least three months prior to the beginning of the irrigation season to which the new rate would be applicable.

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Benefits Conditioned upon Payment--Termination

9. (a) The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractor through project facilities during any period in which the Contractor may be in arrears in the advance payment of any charges due the United States.

(b) This contract shall be terminated and water service hereunder shall cease automatically when water is made available to the lands involved through an agreement with an organized group or association for the benefit of the lands described in Article 4.

(c) If the Contractor fails to comply with any of the terms and conditions hereof, including payment of water charges, and the provisions with respect to the use of water on excess lands, and after written notice fails to remedy such default within 30 days, the United States may, at its option, terminate this contract.

Irrigable Area Limitation

10. Pursuant to the provisions of the Federal Reclamation Laws, water made available to the Contractor hereunder shall not be delivered to more than 160 irrigable acres in the ownership of any one person or other entity, nor more than 320 irrigable acres held by a husband and wife as community property, 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 five 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). In the event that the Congress of the United States repeals or amends the excess land provisions of the Federal Reclamation Laws, the United States agrees, at the option of the Contractor, to negotiate amendments of this article consistent with the provisions of such amendment.

Term of Contract

11. This contract shall become effective as of the date first above written after its execution on behalf of the United States, and shall remain effective for a term of 40 years from that date except as otherwise herein provided. At the expiration of the term, the contract may be extended by the Secretary of the Interior for additional terms of not to exceed 40 years each.

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General Provisions

12. This contract is subject to the General Provisions attached hereto and by this reference made a part hereof.

UNITED STATES OF AMERICA

Robert A. Barber
FOR Regional Director, PN Region
Bureau of Reclamation
Box 043, 550 West Fort Street
Boise, Idaho 83724

Ronald E. Detting
Contractor

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Art. 12