

G-13258



United States Department of the Interior

BUREAU OF RECLAMATION
Pacific Northwest Region
1150 North Curtis Road, Suite 100
Boise, Idaho 83706-1234

JAN 07 2004

RECEIVED
JAN 12 2004
WATER RESOURCES DEPT
SALEM OREGON

IN REPLY
REFER TO:

PN-3322
WTR-4.00

Mr. Michael and Ms. Christina Christensen
36483 Highway 226 S.E.
Albany, OR 97322

Subject: Successors in Interest to Water Service Contract No. 5-07-10-W1016, Willamette Basin Project, Oregon

Dear Mr. and Ms. Christensen:

Enclosed for your records is a fully executed copy of the document for the subject contract recognizing you as the successors in interest to Contract No. 5-07-10-W1016, formerly with H. Melvin Couey and Laverna M. Couey.

Thank you for completing the subject document. Should you have any contract questions, please contact Michael Cobell at the above address or by telephone at 208-378-5223. Should you have any billing questions, please contact Nancy Catron at 208-378-5065.

Sincerely,

Ryan M. Patterson
Program Manager
Lands and Repayment

Enclosure

cc: Water Rights Division
Oregon Water Resources Department
725 Summer Street N.E., Suite A
Salem, OR 97301-1271

US Army Corps of Engineers
Attention: CENWP-EC-HR
P.O. Box 2946
Portland, OR 97208-2946

Mr. Michael Mattick
District 2 Watermaster
Central Lane Justice Court
220 N Fifth
Springfield, OR 97477
(ea w/encl)

COPY

**RECOGNITION OF SUCCESSORS IN INTEREST TO WILLAMETTE BASIN PROJECT
WATER SERVICE CONTRACT NO. 5-07-10-W1016**

WHEREAS, the United States of America entered into a contract on February 28, 1995, Contract No. 5-07-10-W1016, with H. Melvin Couey and Laverna M. Couey for an irrigation water supply from the Willamette Basin Project for use on lands owned by the Contractor; and

WHEREAS, Michael and Christina Christensen state that they now own the land to which water was to be provided under said contract and request that they be recognized as the successors in interest to this contract (at mailing address: 36483 Highway 226 S.E., Albany, OR 97322);

NOW, THEREFORE, all right, title, and interest in Contract No. 5-07-10-W1016 dated February 28, 1995, for an irrigation water supply not to exceed 23.4 acre-feet annually is hereby recognized to be held by Michael and Christina Christensen. This contract action is effective only upon the approval thereof by the United States of America as provided in Article 15(f) of said February 28, 1995, contract.

Michael Christensen 12-30-03
Michael Christensen Date

Christina Christensen 12-30-03
Christina Christensen Date

The above contract action is hereby approved:

Ryan M. Patterson
Program Manager
Lands and Repayment
PN Region
Bureau of Reclamation
1150 N Curtis Road, Suite 100
Boise ID 83706-1234

RECEIVED

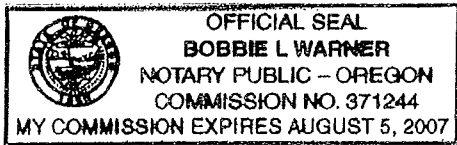
12 31 03
WATER RESOURCES DIVISION
SALEM, OREGON

RECOGNITION OF SUCCESSORS IN INTEREST TO WILLAMETTE BASIN PROJECT
WATER SERVICE CONTRACT NO. 5-07-10-W1016

STATE OF Oregon)
: SS
County of Linn)

On this 30 day of December, 2008 before me, a notary public, personally appeared Michael Christensen and Christina Christensen, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they are the legal owners of the property for which a water supply is to be provided under the February 28, 1995, contract and have executed this contract document as their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



[Signature]
Notary Public in and for the
State of Oregon
Residing at: 645 Waverly Dr. Albany OR 97322
My commission expires: 8/5/07

(SEAL)

RECEIVED

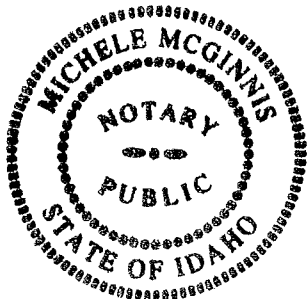
JAN 12 PM

WATER RESOURCES DIVISION
CALDWELL, OREGON

STATE OF IDAHO)
: SS
County of Ada)

On this 07 day of January, 2007, personally appeared before me Ryan M. Patterson, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



(SEAL)

[Signature]
Notary Public in and for the
State of IDAHO
Residing at: Boise
My commission expires: 10-24-2009



IN REPLY
REFER TO:

PN-3323
WTR-4.00

C-13258

United States Department of the Interior

BUREAU OF RECLAMATION
Pacific Northwest Region
1150 North Curtis Road
Boise, Idaho 83706-1234

RECEIVED
MAR 14 1995
WATER RESOURCES DEPT.
SALEM, OREGON

MAR 10 1995

Mr. H. Melvin and Mrs. Laverna M. Couey
36483 Highway 226
Albany OR 97321

Subject: Willamette Basin Project Water Service Contract No. 5-07-10-W1016

Dear Mr. and Mrs. Couey:

Enclosed for your records is a conformed original of the fully executed subject contract, which provides for the use of stored water for irrigation use from the Willamette Basin Project commencing with the 1995 irrigation season.

If you have not yet contacted the Oregon Water Resources Department for your permits to divert, we suggest you do so. We are furnishing that agency a conformed copy of the contract so they will be in a position to proceed with issuing the required permit to divert stored water.

Sincerely,

Ryan M. Patterson
Program Manager
Lands and Repayment

Enclosure

cc: Oregon Water Resources Department, 158 12th Street NE,
Salem OR 97310 (w/cy of contract)
OWRD Reference File No. G13258

U. S. Army Corps of Engineers, Attention: CENPP-PE-HR,
PO Box 2946, Portland OR 97208 (w/cy of contract)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

CONTRACT FOR WATER SERVICE

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 28th day of February, 1995, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and H. Melvin Couey and Laverna M. Couey, 36483 Highway 226, Albany, Oregon 97321, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

2. WHEREAS, The United States has constructed and operates a system of multipurpose reservoirs in the Willamette Basin, Oregon, herein styled the Willamette Basin Project, from which there is a flow of stored water that can be used for irrigation of land and other beneficial uses, which flow, as it has been 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 owns land hereinafter described, for which a water supply is desired to be secured from the United States; and

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

Lands for Which Water is Furnished: Limitations on Deliveries

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

3.80 acres, NW1/4 NW1/4, Sec. 9, T. 11 S., R. 2 W., W.M.
5.56 acres, SW1/4 NW1/4, Sec. 9, T. 11 S., R. 2 W., W.M.

Of the land described, not more than 9.36 acres are to be irrigated. The amount of stored 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 not to exceed a maximum diversion of 23.4 acre-feet of stored water annually, measured at the point of delivery of said water.

Payments for Water

5. (a) An annual payment of \$187.20 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$187.20 will be due on or before April 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to receive not to exceed 23.4 acre-feet of stored water, hereinafter referred to as the base entitlement, for irrigation of the lands described in Article 4 of this contract. The Contracting Officer will consider adjusting the water service payment downward or upward from the base entitlement based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amounts of water and stored water delivered

each month to the Contractor during the irrigation season and on other factors in addition to the amounts of water and stored water actually delivered, as deemed appropriate by the Contracting Officer. Any such adjustment will be determined and subtracted or added to the payment for the next year by the Contracting Officer; Provided, that in order for an adjustment to be made, information on the amounts of water and stored water delivered each month must be received by the Contracting Officer by December 1 of that year.

(b) The annual payment set forth in (a) above is based on an initial rate of \$8 per acre-foot of stored water; Provided, that such annual payment shall as a minimum be the greater of either the product of \$2 multiplied by the number of acres described in Article 4 of this contract or \$50. From time to time, but not less often than once every 5 years, the rate per acre-foot of stored water and the minimum payment shall be reviewed by the Contracting Officer and revised, if necessary, by the United States for the irrigation water marketing program of the Willamette Basin Project. Any revision by the Contracting Officer will apply only to future payments and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.

(c) All payments from the Contractor to the United States under this contract shall be made by the medium requested by the United States. The required medium of payment may include checks, wire transfers, or other types of payment specified by the United States. Except when otherwise specified by the United States, all payments shall be made by check.

(d) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 14 of this contract.

Contract Preparation Assignment Fee

6. (a) Upon execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.

(b) All future contract actions, including new contracts, contract amendments, supplements, and assignments will be charged a \$100 fee:

Provided, That the fee shall be reviewed by the Contracting Officer and revised from time to time to cover costs to the United States.

Charges for Delinquent Payments

7. (a) The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

Furnishing of Water

8. (a) Upon payment of the annual payment specified in subarticle 5(a) above, the United States will furnish water to the Contractor from the Willamette Basin Project pursuant to this contract. No water shall be furnished if the Contractor is delinquent in payment of the required annual payment.

(b) Water for the purposes hereof shall be made available and measured at the following point(s) of diversion:

1920 feet south and 1210 feet east of the northwest corner of Sec. 9, T. 11 S., R. 2 W., W.M.

The Contractor shall receive said water at the point of diversion and shall be wholly responsible for securing said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured by means of measuring or controlling devices 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 available for reading and monitoring by the United States or an appropriate State-appointed watermaster whose representative may at 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.

(c) The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the 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 State watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform its diversions and releases to the control of the stream as established by the watermaster.

(d) 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 base entitlement, 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.

Special Conditions

9. (a) 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. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and provide written verification of such agreements to the Contracting Officer. 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) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated and water service hereunder shall cease automatically when stored water is made available to the lands described in Article 4 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette Basin Project.

(c) In the interest of conservation and protection of environmental resources, from time to time, but not less often than once every 5 years, this contract shall be reviewed by the Contracting Officer. The terms and conditions of this contract may be modified, if deemed necessary by the Contracting Officer, to avoid or minimize impacts to candidate, listed or proposed threatened and endangered species, or other valuable natural resources.

Any modification by the Contracting Officer shall be announced by written notice to the Contractor.

Term of Contract

10. This contract shall become effective as of the date first above written and will continue in force for 5 years unless sooner terminated in accordance with Articles 9 or 11 or by agreement of the parties hereto. Either the Contracting Officer or the Contractor may terminate this contract unilaterally by providing a five-year advance notice in writing to the other party; Provided, that unless such notice is provided, on January 1 of each year, the contract shall be automatically renewed for 5 years.

Termination of Contract

11. This contract may be terminated and water service hereunder shall cease at the option of the United States at any time if the Contractor is delinquent in payment of the water service payment for a period of 30 days or upon failure of the Contractor to abide by any notice, order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

United States Not Liable for Water Shortages--Adjustments

12. On account of drought or uncontrollable forces, there may occur a shortage in the total quantity of water available for furnishing to the Contractor by the United States pursuant to this contract. 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 from such shortages. If such a shortage occurs, the United States will apportion the available water supply among the Contractor and others entitled by existing and future contracts to receive water from the Willamette Basin Project.

Disclaimer

13. No provision of this contract, nor of any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Willamette Basin Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons to whom water is furnished.

Notices

14. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Group Leader, Lands and Repayment, Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to H. Melvin Couey and Laverna M. Couey, 36483 Highway 226, Albany, Oregon 97321. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

General Provisions

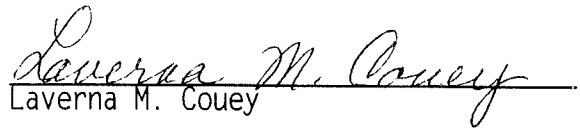
15. The general provisions applicable to this contract are listed below. The full text of these general provisions is attached as Exhibit A and is hereby made a part of this contract.

- a. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. WATER AND AIR POLLUTION CONTROL
- c. QUALITY OF WATER
- d. EQUAL OPPORTUNITY
- e. COMPLIANCE WITH RECLAMATION LAWS
- f. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- g. OFFICIALS NOT TO BENEFIT
- h. WATER CONSERVATION
- i. HAZARDOUS MATERIALS


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

CONTRACTOR


H. Melvin Couey


Laverna M. Couey

UNITED STATES OF AMERICA


Program Manager, ~~Group Leader~~, Lands and Repayment
PN Region
Bureau of Reclamation
1150 N. Curtis Road
Boise ID 83706-1234

STATE OF OREGON)
) ; SS
County of)

On this 14 day of September, 1994, before me,

Linda L Morris, a Notary Public, personally appeared

H. Melvin Couey and Laverina M Couey, known to me to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



(SEAL)

Linda L Morris
Notary Public in and for the
State of Oregon
Residing at: 5050 SE Columbus Sp4
Albany Or 97321
My commission expires: 7-10-98

STATE OF IDAHO)
) ; SS
County of Ada)

On this 28th day of February, 1995, personally appeared

before me Ryan M. Patterson, to me known to be the official of the United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

Diana L. Jacobs
Notary Public in and for the
State of IDAHO
Residing at: Boise
My commission expires: 5-23-2000

(SEAL)

STANDARD PROVISIONS --- WILLAMETTE BASIN PROJECT

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case such funds are not appropriated or allotted.

WATER AND AIR POLLUTION CONTROL

b. The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oregon, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

QUALITY OF WATER

c. The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

EQUAL OPPORTUNITY

d. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(6) . The Contractor agrees to include the provision contained in paragraphs (1) through (5) of this Article in any subcontract or third party contract it may enter into pursuant to this contract.

(7) Reclamation agrees to provide information necessary for the Contractor, using reasonable diligence, to comply with the provision of this Article.