

Name CHARLES R. SPORES
 By

Application No. 46899
 Permit No. 35060
 Certificate No. 41545

FEES PAID		
Date	Amount	Receipt No.
<u>4/21/70</u>	<u>24.50</u>	<u>18336</u>

Address Rt. 5, Box 393
Eugene, Oregon 97401

Stream Index, Page No. 2-1A1
Map in File E20-7

<u>1-14-75</u>	<u>1.50</u>	<u>44704</u>
	\$1 Cert. Fee	

Date filed April 21, 1970
 Priority April 21, 1970

FEES REFUNDED		
Date	Amount	Check No.

Action suspended until OK Cert

ASSIGNMENTS				
Date	To Whom	Address	Volume	Page

Returned to applicant

REMARKS
128.0 af of stored water only for the irrigation of 59.6 acres (Fern Ridge Res.)

Date of approval March 11, 1971

CONSTRUCTION

Date for beginning March 11, 1972

Date for completion October 1, 1972

Extended to

Date for application of water October 1, 1973

Extended to

PROSECUTION OF WORK

Form "A" filed

Form "B" filed

Form "C" filed

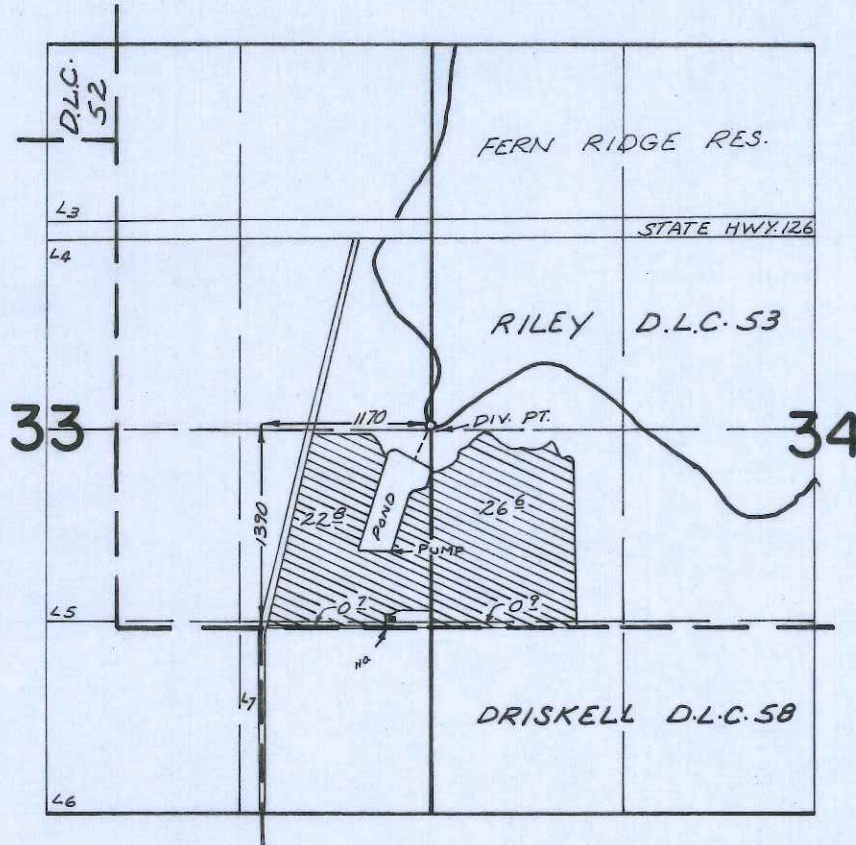
FINAL PROOF

Blank mailed JEC 10 1974

Proof received

Date certificate issued JAN 22 1975

T.17S.R.5W.W.M.



FINAL PROOF SURVEY
UNDER

Application No. 46899..... Permit No. 35060
IN NAME OF

.....CHARLES R. SPORES.....

Surveyed SEPT. 7, 1973, by R. MUCKEN

RECEIVED

FEB 20 1986

WATER RESOURCES DEPT
SALEM, OREGON

PN Draft 4/11/77

Revised 9/7/77

Contract No. 9-07-10-W0217

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

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 12th day of February, 1979, 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 Vernon A. and Clara I. Harding
(name)

P. O. Box 2829, Eugene, Oregon 97402,

(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:

44-1779

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:

29.5 acres in NE $\frac{1}{2}$ SE $\frac{1}{2}$ of sec. 33, T. 17 S., R. 5 W.
30.1 acres in NW $\frac{1}{2}$ SW $\frac{1}{2}$ of sec. 34, T. 17 S., R. 5 W.

Of the land described, 59.6 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 128 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:

Point of diversion

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:

2,850 feet north and 52 feet east of SE corner, sec. 33,
T. 17 S., R. 5 W.

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



United States Department of the Interior **RECEIVED**

BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
FEDERAL BUILDING & U.S. COURTHOUSE
BOX 043-550 WEST FORT STREET
BOISE, IDAHO 83724

FEB 22 1979
WATER RESOURCES DEPT
SALEM, OREGON

IN REPLY
REFER TO: 440
840.-

FEB 21 1979

Mr. and Mrs. Vernon A. Harding
P.O. Box 2829
Eugene, Oregon 97402

Dear Mr. and Mrs. Harding:

Enclosed is one duplicate original of the contract with the United States providing for water service from the Willamette Basin Project. The contract is dated February 12, 1979, and has been assigned Contract No. 9-07-10-W0217. Any future correspondence regarding water service under the subject agreement should refer to both the date of execution and the contract number for reference purposes.

We also acknowledge receipt of your check for water charges which were due and payable as of April 1, 1978. Later this month a bill will be submitted for the minimum charge due in advance of the 1979 irrigation season.

If there are any questions regarding terms or conditions imposed by the recently executed contract, please feel free to contact this office or our Planning Field Branch Office in Salem, Oregon. The latter is located in downtown Salem in Suite 335 of the Equitable Center, 530 Center Street N.E. Mr. Robert Barbo, Chief of the Salem Office, can be reached by telephone at 399-5771.

Sincerely,

ACTING

Regional Director

Enclosure

cc: Mr. Phillip David, Attorney
342 East 12th, Eugene, Oregon 97401
(w/o copy of enclosure)

District Engineer, Portland, District
Corps of Engineers, P.O. Box 2946
Portland, Oregon 97203
(w/copy of enclosure)

Director, Oregon State Water Resources Dept.
1178 Chemeketa Street, Salem, Oregon 97310
(w/copy of enclosure)

RECEIVED

JAN 14 1975

STATE ENGINEER
SALEM, OREGON

STATE OF OREGON

COUNTY OF LANE

Proof of Appropriation of Water

CHARLES R. SPORES

of Route 5, Box 393, Eugene, State of Oregon 97401
has applied beneficially the waters of Fern Ridge Reservoir constructed under Permit No. R-1625

a tributary of Long Tom River for the purpose of
irrigation of 51.0 acres

under Permit No. 35060 of the State Engineer, and that the use of said waters has been completed under the terms of said permit; that the priority of the right dates from April 21, 1970

that the amount of water for the purposes aforesaid, has been actually beneficially used in the amount of 127.5 acre feet

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the $SE\frac{1}{4} NE\frac{1}{4}$, as projected within Riley DIC 53, Section 33, T. 17 S., R. 5 W., W.M., 1390 feet North and 1170 feet East from NW Corner Driskell DIC 58.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to of one cubic foot per second per acre,

This appropriation shall be limited to a diversion of $2\frac{1}{2}$ acre feet for each acre irrigated during the irrigation season of each year and is subject to the terms and conditions of contract No. 14-06-100-6758 between the Bureau of Reclamation and the applicant a copy of which is on file in the records of the State Engineer. and shall

conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right, and to which such right is appurtenant, is as follows:

22.8 acres $NE\frac{1}{4} SE\frac{1}{4}$
0.7 acre $SE\frac{1}{4} SE\frac{1}{4}$
Both as projected within Riley DIC 53
Section 33
26.6 acres $NW\frac{1}{4} SW\frac{1}{4}$
0.9 acre $SW\frac{1}{4} SW\frac{1}{4}$
Both as projected within Riley DIC 53
Section 34
T. 17 S., R. 5 W., W. M.

I have read the above and foregoing proof of appropriation of water; I know the contents thereof, and that the facts therein stated are true.

IN WITNESS WHEREOF, I have hereunto set my hand this 11 day of December

1974

Charles R. Spores

BARGAIN AND SALE DEED

RECEIVED
APR 21 1970
STATE ENGINEER
SALEM, OREGON

For Value Received **FRIED J. NEUMAN and EVELYN C. SALEMAN, Husband and wife**

Application No. **46899**

Permit No. **35060**

the grantors, do hereby grant, bargain, sell and convey unto **CHARLES R. SPORES and OC'ALENA SPORES, husband and wife**

the grantees, the following described premises, to wit:

Beginning at a point 15.50 chains east of the southwest corner of Claim No. 53, in Section 33, Township 17 South, Range 5 West of the willamette Meridian; run thence east 32.50 chains; North 20.0 chains; West 27.40 chains; and Southwesterly by direct line to beginning, in Lane County, Oregon;

EXCEPT: Commencing at the Southwest corner of said Donation Land Claim, thence East 15.50 chains on the South line of said Claim to the Southwest corner of the David Swenson and Luella Swenson property; thence East 32.5 chains on the South line of said claim to the Southeast corner of said property; thence North 20.0 chains to the Northeast corner of said property; thence west 680.0 feet on the North line of said property to a point of intersection with the 374.0 foot contour line, U. S. Coast and Geodetic Survey datum,

and the place of beginning of said parcel of land, thence Southwesterly, westerly and Northeasterly on said 374.0 foot contour line to a point of intersection with the North line of said property; thence east 570.0 feet to the place of beginning, in Lane County, Oregon; subject to a mortgage from Ted McKy and Grace L. McKy to the Federal Land Bank of Spokane. Dated October 12, 1954, recorded October 18, 1954. Clerk's filing No. 40619, which said mortgage grantees assume and agree to pay, and contract balance between Ted McKy and Grace L. McKy to Fred J. Neuman & Evelyn C. Neuman, which Grantees herein assume and agree to pay.

REVENUE STAMPS



DBQ-7H-169
9-7-73
R.G.M

Abstract of Permit No. 35060

Application No. 46899 Certificate No.

Name: Charles R. Spores
 Address: Route 5, Box 393, Eugene, Oregon
 Source of water supply: Fern Ridge Reservoir constructed under Permit R-1625
 Use: Irrigation of 510 Long Tam River
 Point of diversion: 1390' N & 1170' E FROM NW COR DRISKELL DLC 58
 2946' N. & 90' E. from SW cor. Sec. 34, being within SW 1/4 NE 1/4, Sec. 33, T. 17 S., R. 5 W., W. M., county of Lane.
 Number of acres: 59.6
 SE 1/4 NE 1/4 w/in RILEY DLC 53

DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

Twp.	Range	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4			
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4
17S	SW	33																
		34																
		33																22.8
		34																0.2
		34																26.6
																		0.2

Handwritten notes in table:
 - Red line under Sec 34
 - Blue line under Sec 34
 - Blue text: NE 1/4 SE 1/4, SE 1/4 SE 1/4, NW 1/4 SW 1/4, SW 1/4 SW 1/4
 - Red text: ALL w/in RILEY DLC 53
 - Blue text: 29.6, 30.0, 22.8, 0.2, 26.6, 0.2

Priority date: April 21, 1970
 Amount of water: 127.5 - 128.9 a.f. stored water only
 Time limit to begin construction: ~~March 11, 1972~~
 Time limit to complete construction: ~~10-1-72~~ extended to _____ extended to _____
 Time limit to completely apply water: ~~10-1-73~~ extended to _____ extended to _____

Remarks: This appropriation shall be limited to a diversion of 2 1/2 acre feet for each acre irrigated during the irrigation season of each year and is subject to the terms and conditions of contract No. 14-06-100-6758 between the Bureau of Reclamation and the applicant a copy of which is on file in the records of the State Engineer, and shall be subject to such reasonable rotation system as may be ordered by the proper state officer.

127.5
127.5

Basin 2, Vol. _____

INFO: Mr. Spore

All in inv. except a small area on N. end of pond in swamp grass & a small area in N.E. cor in large oak trees.

Spore has a ~~some~~ div. canal dug all the N. to just S. of Hwy 126. Even in low water, as now, water still runs into ditch & through a 15" culvert into a pond from which Spore pumps. Water is not pumped from a swamp as appl. map shows.

Div pt. is ~~on~~ just a point where normal high water intersects the ditch. The ~~time~~ high water line is impossible to tell on the ground. From Spore description of normal high water & observation of photo, we picked the Div. Pt.

DIV. PT. - point where normal high water line intersects div. ditch.

PUMP - FAIRBANKS MORSE DD. CENTR. 3" x 4"

MOTOR - FAIRBANKS MORSE 20 HP @ 1750 RPM

PIPE - 500' - 5" ALUM.

1500' - 4" ALUM.

2520' - 3" ALUM. LAT.

HDS - 63 RB. 30'S 3/16 x 0 ALL MAL

CROP - PASTURE

LIFT - + 3 70 + 10'

TIE - B DBQ - 7H-169

9-7-73

F.E.

R.G. Mucken



29.6
A.

Pool

30.0
A.

33 34
4 3

C.R. SPORES
APPROX SCALE 1" = 200'
PHOTO DATE 7-18-68

Application No. 46899

Permit No. 35060

29.6
A.

Pond

30.0
A.

T. 17 S. R. 5 W.
T. 18 S. R. 5 W.

33 34
4 3

C.R. SPORES
APPROX SCALE 1" = 200
PHOTO DATE 7-18-68

Application No. 4689
Permit No. 3506

FERN RIDGE RES.

29.6
A.

POW

30.0
A.





United States Department of the Interior

BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
FEDERAL BUILDING & U.S. COURTHOUSE
BOX 043-550 WEST FORT STREET
BOISE, IDAHO 83724

RECEIVED
FEB 21 1979
WATER RESOURCES DEPT
SALEM, OREGON

IN REPLY
REFER TO: 440
840.-

FEB 20 1979

CERTIFIED

Mrs. Mary E. Spores
1288 Cal Young Road
Eugene, Oregon 97401

Dear Mrs. Spores:

Over the last 2-year period, we have contacted you on several occasions regarding water charges due and unpaid under Contract No. 14-06-100-6728 dated May 27, 1970. We understand you have subsequently sold the property which received water under the subject agreement to Mr. and Mrs. Vernon A. Harding.

Since our efforts at completing an assignment of interest in Contract No. 14-06-100-6728 from you to Mr. and Mrs. Harding were unsuccessful, we have issued a new contract for water service to the Hardings so that they may continue to receive an irrigation water supply for the property which you previously owned.

Article 9 of Contract No. 14-06-100-6758 provides for the cancellation of the contract in the event there is a default in payment for a period of more than one year. Inasmuch as payments due under that contract have been delinquent since April 1, 1977, we are, as of the date of this letter, canceling contract no. 14-06-100-6728 and no further water service is now available under this agreement.

Sincerely,

Harry R. Stivers

ACTING

Regional Director

cc: Mr. and Mrs. Vernon A. Harding
P.O. Box 2829
Eugene, Oregon 97402

Director, Oregon State Water Resources Department
1178 Chemeketa Street N.E., Salem, Oregon 97310

District Engineer, Portland District, Corps of Engineers
P.O. Box 2946, Portland, Oregon 97208

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

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 12th day of February, 1979, 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 Vernon A. and Clara I. Harding
(name)

P. O. Box 2829, Eugene, Oregon 97402,
(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:

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:

- 29.5 acres in NE $\frac{1}{4}$ SE $\frac{1}{4}$ of sec. 33, T. 17 S., R. 5 W.
- 30.1 acres in NW $\frac{1}{4}$ SW $\frac{1}{4}$ of sec. 34, T. 17 S., R. 5 W.

16299
59.6 - water same as 6750
29.6 - cont - 91545
8.6 under contract
but no w/r.

Of the land described, 59.6 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 128 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:

Point of diversion

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:

2,850 feet north and 52 feet east of SE corner, sec. 33,
T. 17 S., R. 5 W.

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

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:

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 1978 irrigation season 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.

Art. 8(b)(c)

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.

Term of Contract

10. 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.

General Provisions

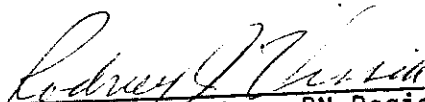
11. The general provisions applicable to this contract are listed below. The full text of these general provisions is attached as Exhibit A and is hereby made a part of this contract.

- a. Contingent on Appropriation or Allotment of Funds
- b. Water and Air Pollution Control
- c. Quality of Water
- d. Equal Opportunity
- e. Excess Lands
- f. Effects of Legislative Action
- g. Compliance with Rules and Regulations

Arts. 9, 10, 11

- h. Assignment Limited--Successors and Assigns Obligated
- i. Officials Not to Benefit
- j. Title VI, Civil Rights Act of 1964

UNITED STATES OF AMERICA



Regional Director, PN Region
Bureau of Reclamation
Box 043, 550 West Fort Street
Boise, Idaho 83724



Contractor

GENERAL PROVISIONS--WILLAMETTE BASIN PROJECT, OREGON
CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any 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 a 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 Equal Opportunity 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 regard to 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 labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, 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 Equal Opportunity clause of this contract or with any of the said 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.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXCESS LANDS

e. (1) All irrigable land held in private ownership by any one owner in excess of 160 irrigable acres shall be appraised in a manner to be prescribed by the Secretary of the Interior and the sale prices thereof fixed by the Secretary on the basis of its actual bona fide value at the date of appraisal without reference to the construction or proposed construction of the project.

(2) No such excess lands shall receive water from any project or division if the owners thereof refuse to execute valid recordable contracts for the sale of such lands under terms and conditions satisfactory to the Secretary of the Interior and at prices not to exceed those fixed by the Secretary of the Interior. Until one-half the construction charges against the lands in the district shall have been paid, no sale of any excess or formerly excess lands shall carry the right to receive water unless and until the purchase price involved in such sale is approved by the Secretary of the Interior.

EFFECTS OF LEGISLATIVE ACTION

f. These provisions shall remain in effect throughout the term of this contract, unless Congress expressly provides otherwise in legislation modifying or repealing the excess land or other provisions of reclamation law.

COMPLIANCE WITH RULES AND REGULATIONS

g. The Secretary may from time to time promulgate rules and regulations to implement the reclamation laws. The Contractor agrees to abide by such final rules and regulations lawfully adopted. This contract is subject to all such lawful rules and regulations now or hereafter in force when not inconsistent with any express and specific provisions herein. Such rules and regulations are made a part of this contract. This requirement shall be incorporated in all recordable contracts executed pursuant to this contract.

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

h. 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 Contracting Officer.

OFFICIALS NOT TO BENEFIT

i. (1) 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. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(2) No official of the Contractor shall receive any benefit that may arise by reason of this contract other than as a landowner within the project and in the same manner as other landowners within the project.

TITLE VI, CIVIL RIGHTS ACT OF 1964 (Not applicable if Contractor is the actual water user.)

j. (1) The Contractor agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

(2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the United States, this assurance obligates the Contractor, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Contractor for the period during which the Federal financial assistance is extended to it by the United States.

(3) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.



United States Department of the Interior

BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
FEDERAL BUILDING & U.S. COURTHOUSE
BOX 043-550 WEST FORT STREET
BOISE, IDAHO 83724

RECEIVED

FEB 21 1978

WATER RESOURCES DEPT
SALEM, OREGON

IN REPLY REFER TO: 440
840.

FEB 17 1978

CERTIFIED - RETURN RECEIPT REQUESTED

Mrs. Mary E. Spores
87915 Central Road
Eugene, OR 97402

Dear Mrs. Spores:

This letter concerns contract No. 14-06-100-6758 dated May 27, 1970, which provides water service to 59.6 acres of land located in sections 33 and 34, T. 17 S., R. 5 W., Willamette meridian. In the 1976 water use form returned to this office and in a subsequent letter dated June 21, 1977, you notified us that this property had been sold and that you no longer wished to be billed under this contract.

Responding to your wishes, we furnished a letter to you dated July 20, 1977, asking whether you wanted to terminate the subject contract or assign it to Andrew Lee and Madelyn M. Hanson, who are the new owners of the property. In the event an assignment was desirable, the necessary forms to be completed by you and the Hanson's were furnished. Further, we asked for the address of the Hansons so that all future billings and correspondence regarding contract No. 14-06-100-6758 could be directed to them.

Since none of the aforementioned information has been furnished, the contract for water service has continued to remain in effect. A bill totaling \$31.59 covering the 1977 minimum water charge plus interest is enclosed. Also a bill of \$64.00 for the 1978 minimum water charge and excess water associated with 1977 is being forwarded with this letter. In the event we hear nothing further from you regarding this matter and the bill for \$31.59 remains in arrears beyond April 1, 1978, the contract will be terminated as of that date. This letter constitutes notification of such cancellation pursuant to Article 9 of the contract which provides for termination in the event payments are in default for a period of more than one year.

2-24-78

Gene will try to contact present owner and explain the problem

3-21-78

Present Owner contacted by McEinnis and Mr. Hanson is taking care of contract payments with Br. Rec.

You may wish to advise the Hansons that the contract for water service to their property is in danger of being cancelled. Should they desire a water supply for 1978, it will be necessary for them to contact this office or our Planning Field Branch Office in Salem, Oregon. The latter is located in downtown Salem in Suite 335 of the Equitable Center, 530 Center Street NE. Mr. Robert Barbo, Chief of the Salem office, can be reached by telephone at 399-5771.

Your early attention to this matter will be greatly appreciated and should there be any questions, please feel free to contact either of our offices.

Sincerely yours,
PATRICIA R. GALLAGHER

Acting Regional Director

Enclosures

cc: Director, Oregon State Water Resources Department
1178 Chemeketa Street, Salem, Oregon 97310

District Engineer, Portland District,
Corps of Engineers, P.O. Box 2946
Portland, Oregon 97203