

R. O. Draft 12/12-2003  
R. O. Draft 11/06-2003  
R. O. Draft 01/29-2004  
Irrigation  
Contract No.  
14-06-200-1911A-IR4

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7 UNITED STATES  
8 DEPARTMENT OF THE INTERIOR  
9 BUREAU OF RECLAMATION  
10 Central Valley Project, California

11 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES  
12 AND  
13 LEWIS CREEK WATER DISTRICT  
14 PROVIDING FOR PROJECT WATER SERVICE

15 THIS CONTRACT, made this 27<sup>th</sup> day of February, 2004, in  
16 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or  
17 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as  
18 amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2,  
19 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended, and  
20 Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to  
21 as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to  
22 as the United States, and LEWIS CREEK WATER DISTRICT, hereinafter referred to as the  
23 Contractor, a public agency of the State of California, duly organized, existing, and acting pursuant to  
24 the laws thereof, with its principal place of business in Lindsay, California;

25 WITNESSETH, That:

26 EXPLANATORY RECITALS

27 WHEREAS, the United States and the Contractor entered into interim renewal  
28 contract Nos. 14-06-200-1911A-IR1, and 14-06-200-1911A-IR2, which provided for the continued  
29 water service to the Contractor following expiration of Contract No. 14-06-200-1911A; and

30 WHEREAS, the United States and the Contractor entered into a successive interim  
31 renewal contract, Contract No. 14-06-200-1911A-IR3, hereinafter referred to as the Existing Interim  
32 Renewal Contract from February 6, 2004, through February 29, 2004; and

33 WHEREAS, the United States and the Contractor believe that further negotiations on the  
34 long-term renewal contract would be beneficial, and mutually commit to continue to negotiate to seek to  
35 reach agreement; and

36 WHEREAS, the Contractor has requested a subsequent interim renewal contract pursuant  
37 to subdivision (a) of Article 2 of the Existing Interim Renewal Contract; and

38 WHEREAS, the United States has determined that the Contractor has to date fulfilled all  
39 of its obligations under the Existing Interim Renewal Contract; and

40 WHEREAS, the United States is willing to renew the Existing Interim Renewal Contract  
41 pursuant to the terms and conditions set forth below;

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

44 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

45 1. The terms and conditions of the Existing Interim Renewal Contract are hereby  
46 incorporated by reference into this Contract with the same force and effect as if they were included in  
47 full text with the exception of Article 2 thereof, which is revised as follows:

48 (a) The first sentence in subdivision (a) of Article 2 of the Existing Interim  
49 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from  
50 March 1, 2004, and shall remain in effect through February 28, 2006, and thereafter will be renewed as  
51 described in subdivision (a) of Article 2 of the Existing Interim Renewal Contract if a long-term renewal  
52 contract has not been executed with an effective commencement date of March 1, 2006;

53 Provided, that if a long-term renewal contract has been executed with an effective commencement date  
54 of March 1, 2005, this interim renewal contract shall expire on February 28, 2005."

55 IN WITNESS WHEREOF, the parties hereto have executed this interim renewal contract  
56 as of the day and year first above written.

57 APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY  
*/s/ James E. Turner*  
OFFICE OF REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

58 By: /s/ Kirk C. Rodgers  
59 Regional Director, Mid-Pacific Region  
60 Bureau of Reclamation

61 (SEAL) LEWIS CREEK WATER DISTRICT

62 By: /s/ Daniel W. Dryer  
President of the Board of Directors

63 Attest:

64 /s/ Ed Murray  
65 Secretary