

Klamath Water Contract Clauses Summary Table

LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SOURCE	DELIVERY POINT	TERM/MODIFICATION/AMENDMENT CATEGORY	SHORTAGE CLAUSE CATEGORY	CONTRACT WATER ENTITLEMENTS, QUANTITIES CLAUSE CATEGORY	RW O&M CLAUSE CATEGORY	WM CLAUSES CATEGORY	CONTRACT CATEGORY
Main Division	14-06-200-3784	Klamath Irrigation District	11/29/1954	Repayment	9549.4	Upper Klamath Lake	Headworks of the A Canal and other delivery locations	A	1	U, x	A	G	1
	14-06-200-3028A	Individual Contractor(s)	8/30/1966	Warren Act	34.6	Upper Klamath Lake	A Canal	B	2	V, 13	B	N/A	3
	14-06-200-3059A	Individual Contractor(s)	9/20/1966	Warren Act	34.02	Upper Klamath Lake	A Canal	B	2	V, 13	B	N/A	3
	14-06-200-3072A	Individual Contractor(s)	9/26/1966	Warren Act	99.25	Upper Klamath Lake	A Canal	B	2	V, 13	B	N/A	3
	14-06-200-5737A	Individual Contractor(s)	1/18/1972	Warren Act	60.3	Upper Klamath Lake	A Canal	B	2	V, 13	B	N/A	3
	14-06-200-5738A	Individual Contractor(s)	1/19/1972	Warren Act	10	Upper Klamath Lake	A Canal	B	2	V, 13	B	N/A	3
	14-06-200-5736A	Individual Contractor(s)	1/20/1972	Warren Act	74.9	Upper Klamath Lake	A Canal	B	2	V, 13	B	N/A	3
	14-06-200-5735A	Individual Contractor(s)	2/3/1972	Warren Act	54	Upper Klamath Lake	A Canal	B	2	V, 13	B	N/A	3
	14-06-200-7191A	Individual Contractor(s)	1/10/1973	Warren Act	3.5	Upper Klamath Lake	A Canal	B	2	V, 13	B	N/A	3
Tule Lake Division	14-06-200-5954	Tulelake Irrigation District	9/10/1956	Repayment	Specific acreage not stated quantitatively	Upper Klamath Lake	A Canal	N/A	3	T, x	C	G	3
	Ilr-971	Westside Improvement District No. 4 (Colonial Realty Co.)	10/20/1936	Warren Act	1190	"Project irrigation works"	End of J-1 Lateral	C	9	S, 12	D	Note 1	2
	Ilr-403	Pine Grove Improvement Dist.	12/21/1918	Warren Act	954	Upper Klamath Lake	Main Canal, East Branch Canal	N/A	4	A, x	E	K	1
	Ilr-399	Enterprise Irrigation Dist.	10/5/1920	Warren Act	2980.8	Upper Klamath Lake	Turnout NE side of A Canal	N/A	5	A, x	T	E	1
	Ilr-174	Sunnyside Irrigation Dist.	10/24/1922	Warren Act	595	Upper Klamath Lake	C Canal	D	6	E, 3	G	J	2
	Ilr-195	Malin Irrigation Dist.	9/9/1992	Warren Act	3479.2	Upper Klamath Lake	D Canal	D	6	E, 3	G	J	2
	Ilr-181	Shasta View Irrigation Dist.	10/6/1922	Warren Act	4067.2	Upper Klamath Lake	D Canal	D	7	E, 3	H	J	2
	Ilr-401	Individual Contractor(s)	8/23/1924	Warren Act	20	Upper Klamath Lake	Main Canal	N/A	6	B, x	I	F	2
	Ilr-143	Individual Contractor(s)	5/16/1927	Warren Act	52.9	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	Ilr-144	Individual Contractor(s)	5/28/1927	Warren Act	139.5	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	Ilr-145	Individual Contractor(s)	5/18/1927	Warren Act	91.6	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	Ilr-146	Individual Contractor(s)	5/21/1927	Warren Act	90.1	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	Ilr-147	Individual Contractor(s)	5/16/1927	Warren Act	47.8	Upper Klamath Lake	C-4-n Lateral	D	6	C, 1	I	E	2
	Ilr-148	Individual Contractor(s)	5/27/1927	Warren Act	61.9	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	Ilr-149	Individual Contractor(s)	5/20/1927	Warren Act	136.4	Upper Klamath Lake	D Canal	D	6	C, 1	I	E	2
	Ilr-150	Individual Contractor(s)	5/24/1927	Warren Act	16	Upper Klamath Lake	B Canal	D	6	C, 1	I	E	2
	Ilr-151	Individual Contractor(s)	5/24/1927	Warren Act	60.2	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	Ilr-152	Individual Contractor(s)	5/24/1927	Warren Act	50.4	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	Ilr-155	Individual Contractor(s)	5/19/1927	Warren Act	133.5	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	Ilr-156	Individual Contractor(s)	5/19/1927	Warren Act	45.1	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	Ilr-157	Individual Contractor(s)	5/28/1927	Warren Act	57	Upper Klamath Lake	G Canal	D	6	C, 1	I	E	2
	Ilr-159	Individual Contractor(s)	5/26/1927	Warren Act	140.4	Upper Klamath Lake	D Canal	D	6	C, 1	I	E	2
	Ilr-161	Individual Contractor(s)	6/11/1927	Warren Act	70.5	Upper Klamath Lake	C-8-a Lateral	D	6	C, 1	I	E	2
	Ilr-162	Individual Contractor(s)	6/14/1927	Warren Act	31.5	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	Ilr-163	Individual Contractor(s)	6/17/1927	Warren Act	80	Upper Klamath Lake	C-4-h-2 Lateral	D	6	C, 1	I	E	2
	Ilr-164	Individual Contractor(s)	6/11/1927	Warren Act	73.7	Upper Klamath Lake	C-4-g Lateral	D	6	C, 1	I	E	2
	Ilr-165	Individual Contractor(s)	6/7/1927	Warren Act	30	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	Ilr-166	Individual Contractor(s)	6/9/1927	Warren Act	10	Upper Klamath Lake	A-3 Lateral	D	6	C, 1	I	E	2
	Ilr-175	Individual Contractor(s)	6/22/1927	Warren Act	23.4	Upper Klamath Lake	D Canal	D	6	C, 1	I	E	2
	Ilr-248	Individual Contractor(s)	11/30/1927	Warren Act	60.5	Upper Klamath Lake	G Canal	D	6	C, 1	I	E	2
	Ilr-304	Individual Contractor(s)	5/26/1928	Warren Act	45.4	Upper Klamath Lake	B Canal	D	6	C, 1	I	E	2
	Ilr-316	Individual Contractor(s)	6/6/1928	Warren Act	141.1	Upper Klamath Lake	B Canal	D	6	C, 1	I	E	2
	Ilr-328	Individual Contractor(s)	6/15/1928	Warren Act	56	Upper Klamath Lake	F-1 Lateral	D	6	C, 1	I	E	2
	Ilr-329	Individual Contractor(s)	6/8/1928	Warren Act	1.6	Upper Klamath Lake	B Canal	D	6	C, 1	I	E	2
	Ilr-337	Individual Contractor(s)	7/7/1928	Warren Act	28.8	Upper Klamath Lake	C-4-e Lateral	D	6	C, 1	I	E	2
	Ilr-531	Individual Contractor(s)	2/13/1929	Warren Act	25.4	Upper Klamath Lake	C-4-f Lateral	D	6	C, 1	I	E	2
	Ilr-582	Individual Contractor(s)	11/9/1929	Warren Act	63	Upper Klamath Lake	E Canal	D	6	C, 1	I	E	2
	Ilr-374	Individual Contractor(s)	12/18/1930	Warren Act	105.3	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	Ilr-375	Individual Contractor(s)	12/15/1930	Warren Act	55.5	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	Ilr-376	Individual Contractor(s)	12/15/1930	Warren Act	25.4	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	Ilr-377	Individual Contractor(s)	12/15/1930	Warren Act	20.4	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	Ilr-384	Individual Contractor(s)	2/24/1931	Warren Act	20.7	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	Ilr-414	Individual Contractor(s)	5/15/1931	Warren Act	60	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	Ilr-415	Individual Contractor(s)	5/16/1931	Warren Act	11.2	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	Ilr-416	Individual Contractor(s)	5/16/1931	Warren Act	29.4	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	Ilr-418	Individual Contractor(s)	5/16/1931	Warren Act	39.2	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	Ilr-419	Individual Contractor(s)	5/16/1931	Warren Act	113.2	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2

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Pumping Division	18r-420	Individual Contractor(s)	6/1/1931	Warren Act	23.5	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	18r-421	Individual Contractor(s)	5/29/1931	Warren Act	40.1	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	18r-426	Individual Contractor(s)	6/17/1931	Warren Act	73	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	18r-508	Individual Contractor(s)	7/7/1931	Warren Act	17.7	Upper Klamath Lake	G Canal	D	6	C, 1	I	E	2
	18r-510	Individual Contractor(s)	12/26/1931	Warren Act	30.1	Upper Klamath Lake	G Canal	D	6	C, 1	I	E	2
	18r-511	Individual Contractor(s)	12/26/1931	Warren Act	79.7	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	18r-549	Individual Contractor(s)	6/20/1932	Warren Act	13.8	Upper Klamath Lake	G Canal	D	6	C, 1	I	E	2
	18r-592	Individual Contractor(s)	6/14/1933	Warren Act	34.4	Upper Klamath Lake	D Canal	D	6	C, 1	I	E	2
	18r-626	Individual Contractor(s)	5/15/1934	Warren Act	38.8	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	18r-630	Individual Contractor(s)	5/16/1934	Warren Act	3.3	Upper Klamath Lake	E Canal	D	6	C, 1	I	E	2
	18r-631	Individual Contractor(s)	5/23/1934	Warren Act	17.9	Upper Klamath Lake	A-3-k Lateral	D	6	C, 1	I	E	2
	18r-633	Individual Contractor(s)	7/23/1934	Warren Act	9	Upper Klamath Lake	C-4-k Lateral	D	6	C, 1	I	E	2
	18r-675	Individual Contractor(s)	12/18/1935	Warren Act	66.3	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	18r-676	Individual Contractor(s)	12/19/1935	Warren Act	15.5	Upper Klamath Lake	C-4-e Lateral	D	6	C, 1	I	E	2
	18r-677	Individual Contractor(s)	12/28/1935	Warren Act	17.8	Upper Klamath Lake	E Canal	D	6	C, 1	I	E	2
	18r-685	Individual Contractor(s)	12/28/1935	Warren Act	37.3	Upper Klamath Lake	C-4 Lateral	D	6	C, 1	I	E	2
	18r-688	Individual Contractor(s)	1/16/1936	Warren Act	51	Upper Klamath Lake	B Canal	D	6	C, 1	I	E	2
	18r-689	Individual Contractor(s)	1/16/1936	Warren Act	155.9	Upper Klamath Lake	C-8 Lateral	D	6	C, 1	I	E	2
	18r-696	Individual Contractor(s)	5/11/1936	Warren Act	41	Upper Klamath Lake	F Canal	D	6	C, 1	I	E	2
	18r-701	Individual Contractor(s)	6/22/1936	Warren Act	33.7	Upper Klamath Lake	G Canal	D	6	C, 1	I	E	2
	18r-702	Individual Contractor(s)	6/23/1936	Warren Act	22.2	Upper Klamath Lake	C-4 Lateral	D	6	C, 1	I	E	2
	18r-703	Individual Contractor(s)	6/26/1936	Warren Act	37	Upper Klamath Lake	C-4 Lateral	D	6	C, 1	I	E	2
	18r-704	Individual Contractor(s)	6/29/1936	Warren Act	10.2	Upper Klamath Lake	C-4-f Lateral	D	6	C, 1	I	E	2
	18r-705	Individual Contractor(s)	7/2/1936	Warren Act	71.6	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	18r-793	Individual Contractor(s)	11/28/1936	Warren Act	31.2	Upper Klamath Lake	F Canal	D	6	C, 1	I	E	2
	18r-818	Individual Contractor(s)	5/28/1937	Warren Act	36	Upper Klamath Lake	F-8 Lateral	D	6	C, 1	I	E	2
	18r-820	Individual Contractor(s)	5/28/1937	Warren Act	22.9	Upper Klamath Lake	F-1 Lateral	D	6	C, 1	I	E	2
	18r-821	Individual Contractor(s)	5/28/1937	Warren Act	45.5	Upper Klamath Lake	F Canal	D	6	C, 1	I	E	2
	18r-823	Individual Contractor(s)	6/12/1937	Warren Act	35.6	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	18r-824	Individual Contractor(s)	6/18/1937	Warren Act	68.3	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	18r-829	Individual Contractor(s)	8/5/1937	Warren Act	36.4	Upper Klamath Lake	E Canal	D	6	C, 1	I	E	2
	18r-830	Individual Contractor(s)	8/5/1937	Warren Act	15.2	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	18r-848	Individual Contractor(s)	3/5/1938	Warren Act	29	Upper Klamath Lake	F-8 Lateral	D	6	C, 1	I	E	2
	18r-864	Individual Contractor(s)	6/21/1938	Warren Act	139.5	Upper Klamath Lake	C-4-h-2 Lateral	D	6	C, 1	I	E	2
	18r-865	Individual Contractor(s)	6/21/1938	Warren Act	23.8	Upper Klamath Lake	C-4-h Lateral	D	6	C, 1	I	E	2
	18r-866	Individual Contractor(s)	6/21/1938	Warren Act	6.9	Upper Klamath Lake	C-4-1 Lateral	D	6	C, 1	I	E	2
	18r-867	Individual Contractor(s)	6/21/1938	Warren Act	21.4	Upper Klamath Lake	D Canal	D	6	C, 1	I	E	2
	18r-896	Individual Contractor(s)	3/10/1940	Warren Act	28	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	18r-927	Individual Contractor(s)	1/30/1940	Warren Act	16.5	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	18r-930	Individual Contractor(s)	3/5/1940	Warren Act	48.7	Upper Klamath Lake	C-4-c Lateral	D	6	C, 1	I	E	2
	18r-931	Individual Contractor(s)	3/5/1940	Warren Act	9.9	Upper Klamath Lake	E Canal	D	6	C, 1	I	E	2
	18r-937	Individual Contractor(s)	3/27/1940	Warren Act	65.9	Upper Klamath Lake	D Canal	D	6	C, 1	I	E	2
	18r-938	Individual Contractor(s)	4/12/1940	Warren Act	123.4	Upper Klamath Lake	D Canal	D	6	C, 1	I	E	2
	18r-939	Individual Contractor(s)	4/16/1940	Warren Act	95	Upper Klamath Lake	F Canal	D	6	C, 1	I	E	2
	18r-940	Individual Contractor(s)	4/18/1940	Warren Act	48.3	Upper Klamath Lake	D Canal	D	6	C, 1	I	E	2
	18r-941	Individual Contractor(s)	4/22/1940	Warren Act	30.1	Upper Klamath Lake	G-3 Lateral	D	6	C, 1	I	E	2
	18r-943	Individual Contractor(s)	4/24/1940	Warren Act	50.5	Upper Klamath Lake	G Canal	D	6	C, 1	I	E	2
	18r-946	Individual Contractor(s)	5/17/1940	Warren Act	30.6	Upper Klamath Lake	F Canal	D	6	C, 1	I	E	2
	18r-947	Individual Contractor(s)	6/14/1940	Warren Act	85.6	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	18r-977	Individual Contractor(s)	6/24/1941	Warren Act	6.4	Upper Klamath Lake	C-4 Lateral	D	6	C, 1	I	E	2
	18r-1035	Individual Contractor(s)	3/10/1942	Warren Act	13	Upper Klamath Lake	G Canal	D	6	C, 1	I	E	2
	18r-1066	Individual Contractor(s)	3/26/1943	Warren Act	20.3	Upper Klamath Lake	C-4-e Lateral	D	6	C, 1	I	E	2
	18r-1085	Individual Contractor(s)	5/10/1944	Warren Act	20.4	Upper Klamath Lake	F Canal	D	6	C, 1	I	E	2
	18r-1088	Individual Contractor(s)	6/1/1944	Warren Act	153.1	Upper Klamath Lake	C Canal	D	6	C, 1	I	E	2
	14-06-200-41A	Klamath Basin Improvement Dist.	4/25/1962	Warren Act	10282.4	Klamath Project Water Sources	Designated Points	N/A	8	F, 2	J	K	2

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Upper Lost River	14-06-200-6636	Horsefly Irrigation Dist.	9/16/1957	Warren Act	9842.8	Lost R. Bonanza Spr., Clear Lake	Lost R. at HID boundary	D	3	R, 4, 5	K	E	1
	18r-112	Langell Valley Irrigation Dist. & Horsefly Irrigation District	11/9/1921	Warren Act	16299.7	Clear Lake	West Canal	N/A	3	Q, 11	L	H	1
	175r-4363	Circle Five Ranch	9/5/1951	Warren Act	663.2	Lost River, Clear Lake	East Malone Lateral	N/A	16	P, 10	M	I	1
	175r-4364	John R. Anderson	11/9/1951	Warren Act	399.1	Lost River, Clear Lake	East Malone Lateral	N/A	16	P, 10	M	I	1
	175r-4365	Balin Farm Trust	12/21/1951	Warren Act	622.5	Lost River, Clear Lake	East Malone Lateral	N/A	16	P, 10	M	I	1
	175r-4366	Dennis C. Hitt	1/28/1952	Warren Act	117.5	Lost River, Clear Lake	East Malone Lateral	N/A	16	P, 10	M	I	1
Lower Lost River	14-06-201-174	Poe Valley Improvement Dist.	7/20/1953	Warren Act	2636.1	Lost River	Lost R. below Harpold D.	D	5	N, 5	N	E	3
	18r-795	Individual Contractor(s)	2/26/1937	Warren Act	42	Lost River	Lost River	N/A	14	M, x	O	B	2
	18r-919	Individual Contractor(s)	11/1/1939	Warren Act	137	Lost River	Lost River	N/A	15	M, x	Q	B	2
	18r-957	Individual Contractor(s)	12/20/1940	Warren Act	150	Lost River	Lost River	N/A	15	M, x	O	B	2
	18r-958	Individual Contractor(s)	12/20/1940	Warren Act	55	Lost River	Lost River	N/A	14	M, x	O	B	2
	18r-1168	Individual Contractor(s)	11/13/1947	Warren Act	131.8	Lost River	Lost River	N/A	15	M, x	O	B	2
	18r-1269	Individual Contractor(s)	1/24/1949	Warren Act	3.2	Lost River	Lost River	N/A	14	L, 9	P	I	2
	18r-1065	Van Brimmer Ditch Co.	11/6/1909	Settlement	4589	C Canal	Turnouts along C Canal	N/A	N/A	W, x	--	Note 2	1
	18r-1065a	Van Brimmer Ditch Co.	2/3/1943	Settlement	--	--	Turnouts along C Canal	N/A	N/A	W, x	--	--	1
	18r-951	Individual Contractor(s)	8/2/1940	Warren Act	150	Lost River	Lost River	N/A	14	L, 9	P	I	2
	18r-1204	Individual Contractor(s)	5/3/1948	Warren Act	147.8	Lost River	Lost River	N/A	14	L, 9	P	I	2
	18r-1205	Individual Contractor(s)	5/3/1948	Warren Act	110	Lost River	Lost River	N/A	14	L, 9	P	I	2
	18r-1206	Individual Contractor(s)	5/3/1948	Warren Act	135.5	Lost River	Lost River	N/A	14	L, 9	P	I	2
	18r-1207	Individual Contractor(s)	5/3/1948	Warren Act	237	Lost River	Lost River	N/A	14	L, 9	P	I	2
	18r-1208	Individual Contractor(s)	5/3/1948	Warren Act	136.5	Lost River	Lost River	N/A	14	L, 9	P	I	2
Upper Klamath Lake	SC-7	Individual Contractor(s)	8/10/1921	Settlement	4193.74	Upper Klamath Lake	Upper Klamath Lake	N/A	4	K, x	--	--	3
	SC-17	Individual Contractor(s)	6/30/1924	Settlement	1710	Upper Klamath Lake	Upper Klamath Lake	N/A	4	K, x	--	--	3
	18r-814	A.M. Geary	4/21/1937	Warren Act	873.41	Upper Klamath Lake	Upper Klamath Lake	N/A	10	O, 8	--	--	3
	18r-983	McCornack, O'Loughlin, Oliver	3/6/1942	Settlement	499	Upper Klamath Lake	Upper Klamath Lake	N/A	13	O, 8	--	D	3
	18r-1396	Individual Contractor(s)	6/8/1950; Terminated 4/19/2019	Warren Act	160	Crane Creek	Crane Creek	N/A		TERMINATED (I)	Q	C	
	18r-915	City of Klamath Falls, Oregon	6/26/1939	Warren Act	20	Upper Klamath Lake	Upper Klamath Lake	N/A	11	G, x	Q	A	2
	18r-1034	Individual Contractor(s)	2/4/1942	Warren Act	32.4	Upper Klamath Lake	Upper Klamath Lake	N/A	11	G, x	Q	C	2
	18r-1146	Individual Contractor(s)	7/3/1946	Warren Act	40	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-1147	Individual Contractor(s)	7/3/1946	Warren Act	142	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-1070	Individual Contractor(s)	5/28/1943	Warren Act	233.13	Upper Klamath Lake	Upper Klamath Lake	N/A	11	G, x	Q	C	2
Klamath River	18r-402	Klamath Drainage Dist.	11/30/1917	Warren Act	27500	Klamath River	Ady Canal headgate	N/A	N/A	I, 7	S	Note 3	1
	18r-942	Plevna Dist. Improvement Co.	4/1/1940	Warren Act	522.7	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-1171	Pioneer District Improvement Co.	12/1/1947	Warren Act	423.8	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	175r-4416	Midland Dist. Improvement Co.	2/2/1952	Warren Act	581	Klamath River	Link River Dam	D	11	H, 5	N	C	2
	14-06-200-3407	Ady Dist. Improvement Co.	8/5/1954	Warren Act	435.1	Klamath River	Link River Dam	D	11	H, 4	N	C	2
	18r-614	Or. Dept. of Fish & Wildlife S.L. Burnett	2/9/1934	Warren Act	120	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-669	Collins Timber Co., LLC H.H. & E. Van Valkenburg	7/29/1935	Warren Act	150	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-670	Collins Timber Co., LLC H.H. & E. Van Valkenburg	7/29/1935	Warren Act	135	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-671	Reames Golf & Country Club	7/1/1935	Warren Act	80	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-672	Griffith Ranch F. Fountain	9/5/1935	Warren Act	37.5	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-794	Collins Timber Co., LLC H.A. & F.B. Talbot	2/4/1937	Warren Act	30	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-857	Or. Dept. of Fish & Wildlife S.A. & J.D. Hooper	4/5/1938	Warren Act	94	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-871	Collins Timber Co., LLC W.L. & E.P. Frain	8/9/1938	Warren Act	58	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-897	E. Martin Kerns G.G. & I. Kerns	3/24/1939	Warren Act	156.7	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-963	Or. Dept. of Fish & Wildlife J.C., P., & B.B. Hooper	2/10/1941	Warren Act	123	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-980	John K. Lilly B.E. & C. Kerns	7/15/1941	Warren Act	78.5	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-981	Donald S. Johnston R.A. & E.M. Johnston	7/15/1941	Warren Act	165.1	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-982	Leslie R. Jones C.F. & M. Wall	7/15/1941	Warren Act	16.1	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-1073	Flower Brothers, Inc. W.M. and E.A. Williams	7/1/1943	Warren Act	180	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-1087	City of Klamath Falls	5/17/1944	Warren Act	95.4	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-1138	Or. Dept. of Fish & Wildlife A.E. & T.B. Gregory	9/5/1945	Warren Act	62.9	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2

Klamath Water Contract Clauses Summary Table

LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SOURCE	DELIVERY POINT	TERM/MODIFICATION/AMENDMENT CATEGORY	SHORTAGE CLAUSE CATEGORY	CONTRACT WATER ENTITLEMENTS, QUANTITIES CLAUSE CATEGORY	RW O&M CLAUSE CATEGORY	WM CLAUSES CATEGORY	CONTRACT CATEGORY
	18r-1143	Or. Dept. of Fish & Wildlife D.C. & H.E. Hamaker	5/28/1946	Warren Act	33	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-1148	Or. Dept. of Fish & Wildlife J.C. & P.H. Hooper	5/8/1946	Warren Act	420.5	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-1166	Klamath County Ewauna Ranch	10/27/1947	Warren Act	77.1	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-1195	Or. Dept. of Fish & Wildlife H.A. & I.V. De Lamater	1/16/1948	Warren Act	55	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2
	18r-1314	Or. Dept. of Fish & Wildlife H.E. & D.C. Hamaker	5/11/1949	Warren Act	181.9	Klamath River	Link River Dam	N/A	11	G, x	Q	C	2

Klamath Water Contract Clauses Summary Table

Type	Provision	Analysis : Contractual provisions do not provide for the United States to unilaterally amend the contract or substantially alter the contractual terms and obligations thereunder.
A	<p>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.</p> <p>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.</p>	<p>The modification and amendment clauses establishes a nonfederal party's legal obligation to comply with Federal reclamation laws and any amendments or supplements to such laws and obligations imposed by both this contract and the contracts executed by the nonfederal party. By these terms, the modification and amendment clauses apply only to the nonfederal party and give no authority to Reclamation. The language does not give Reclamation discretion to deviate from the contract's language nor implement measures that inure to the benefit of listed species. <i>See NRDC v. Haaland</i>, 102 F.4th 1045, 1075. Given that Klamath Project contracts are executed in perpetuity, subject to some amendment and modification, and the ability to modify or alter the terms of this contract must be made in accordance with federal law, regulation, and contractual terms.</p>
B	<p>The Secretary reserves the right to make, after consultation with the Contractor, such rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract</p>	<p>This clause provides that the Secretary may, "after consultation with the contractor," issue rules and regulations "consistent with the provisions of this contract" and may modify them as "proper and necessary to carry out this contract." While this appears to allow from some agency action, the discretion it confers is limited to administrative implementation of the contract, consistent with the contract's existing terms. It does not allow the Bureau to unilaterally alter key substantive obligations, such as water diversion and delivery provisions. Because the clause restricts agency action to matters already fixed by contract and contains no language permitting consideration of environmental concerns or protection of listed species, it does not create the kind of discretionary authority that would require consultation under ESA Section 7. As the court analyzed in <i>NRDC v. Haaland</i>, "the requirement to comply with legal obligations upon a triggered event is not a source of discretion[.]" 102 F.4th 1045, 1077 (referencing <i>Nat'l Ass'n of Home Builders</i>, 551 U.S. at 669). The court determined that similar provisions do not authorize discretionary changes when Reclamation did not retain the discretion to modify the agreement specifically to benefit listed species.</p>
C	<p>The Secretary reserves the right, so far as the purport thereof may be consistent with the provisions of this contract, to make reasonable rules and regulations and to add to and modify them as may be deemed proper and necessary to carry out the true intent and meaning of the law and of this contract and any questions arising in connection with the operation of the project and the operations under this contract not expressly determined by the provisions of this contract may be determined and disposed of by the Secretary by means of suitable rules and regulations covering the same.</p>	<p>This clause reserves the Secretary's right to make reasonable rules and regulations and to add and modify them "to carry out the true intent and meaning of the law and of this contract." Within this clause, the Secretary may determine and dispose of questions arising in connection with the operation of the project and the operations under the contract that are not covered by the agreement, allowing for some discretion to make determinations on the delivery of water and related obligations in connection with the operation of the project. However, this determination is limited to carry out the true intent and meaning of the contract and not specifically to address substantive alterations of core obligations. This modification clause does not allow Reclamation to unilaterally alter contractual terms to implement measures that benefit listed species, as further discussed in <i>NRDC v. Haaland</i>, 102 F.4th 1045, 1077.</p>
D	<p>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.</p>	<p>This clause reserves to the Secretary the right to make and modify regulations "in his discretion," but only so long as they remain "in general harmony" with the contract and serve to carry out the "true intent of the law and the agreement. Despite the explicit mention of discretion, this clause is constrained by the overarching requirement that any modification must align with the contract's substantive framework. It does not authorize the Secretary to change delivery terms, reallocate water, or reduce supply. Instead, it merely allows the Secretary to make and modify regulations in harmony with existing law and the governing contract. Accordingly, this clause does not confer the kind of discretion necessary to trigger ESA Section 7 consultation obligations. <i>See NRDC v. Haaland</i>, 102 F.4th 1045, 1077</p>

Klamath Water Contract Clauses Summary Table

TYPE	PROVISION	Explanation: Contracts contain provisions that relate to agreement on quantities as between various contractors in the event there is insufficient water for deliver. Reclamation's discretion is narrowly proscribed only if a shortage occurs, and the authority does not include a right or ability to cause a shortage to occur or to substantially alter the contractual obligations should a shortage occur.
1	On account of drought <i>or other causes</i> , there may occur at times a shortage in the quantity of water available in Project reservoirs and, while the <u>United States will use all reasonable means to guard against such shortage</u> , 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.	This force majeure clause limits Reclamation's liability for damages in the event "drought or other causes" prevent the United States from fulfilling its contractual obligation to deliver water. The United States commits to taking reasonable measures to avoid shortage, but is absolved from liability should a shortage arise notwithstanding those measures. The clause does not authorize the United States to alter the amount of water delivered, and therefore does not provide sufficient discretion triggering consultation under the Endangered Species Act. <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077.
2	The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: ... (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors in operation, drought, or <u>unavoidable</u> causes.	Similar to the provisions evaluated in <i>NRDC v. Haaland</i> , this force majeure clause limits Reclamation's liability for damages in the event shortage of water due to "errors in operation, drought, or unavailable causes" prevent the United States from fulfilling its contractual obligation to deliver water. It does not allow Reclamation to alter the amount of water diverted at its discretion and therefore does not afford discretion to Reclamation to deviate from the contractual obligations to implement measures that benefit listed species. See <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077.
3	On account of drought <i>or other causes</i> , there may occur at times a shortage in the quantity of water available by means of the Project and, while the <u>United States will use all reasonable means to guard against such shortage</u> , 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.	This clause limits Reclamation's liability for water shortages that prevent the United States from delivering water "[o]n account of drought or other causes." As the <i>NRDC v. Haaland</i> court analyzed, such a provision functions as a force majeure clause that does not impart discretionary authority for Reclamation to act to benefit listed species but is rather shields Reclamation from liability if a drought or other event outside of Reclamation's control causes a shortage.
4	The United States shall not be liable for failure to supply water under this contract caused by hostile diversion, unusual drought, interruptions of service made necessary by repairs, damages caused by floods, unlawful acts, or <u>unavoidable</u> accidents.	This clause limits Reclamation liability for "hostile diversion, unusual drought, interruptions of serve made necessary by repairs, damages caused by floods, unlawful acts, or unavoidable accidents." This provision functions as a force majeure clause, limiting Reclamation's liability when unforeseen or uncontrollable events make it impossible or impracticable to meet contractual obligations, but does not grant Reclamation the discretion to unilaterally modify or alter the terms of the contract to benefit listed species. As the court explained in <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077, such clauses do not give Reclamation the authority to reduce water deliveries for the purpose of benefiting listed species. Rather, the clause serves only to protect the government where external events prevent delivery of or otherwise reduce the diversion of water. It does not authorize Reclamation to alter the amount of water diverted at its discretion, nor does it create any independent authority to reallocate water outside of the contract terms and obligations.
5	The United States shall not be liable for failure to supply water under the terms of this contract caused by hostile diversion, unusual drought, interruptions of service made necessary by repairs, damages caused by floods, unlawful acts, or <u>unavoidable</u> accidents.	This clause limits Reclamation liability for "hostile diversion, unusual drought, interruptions of serve made necessary by repairs, damages caused by floods, unlawful acts, or unavoidable accidents." This provision functions as a force majeure clause, limiting Reclamation's liability when unforeseen or uncontrollable events make it impossible or impracticable to meet contractual obligations to deliver water, but does not grant Reclamation the discretion to unilaterally modify or alter the terms of the contract to benefit listed species. As the court explained in <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077, such clauses do not give Reclamation the authority to reduce water deliveries for the purpose of benefiting listed species. Rather, the clause serves only to protect the government where external events prevent delivery of or otherwise reduce the diversion of water. It does not authorize Reclamation to alter the amount of water diverted at its discretion, nor does it create any independent authority to reallocate water outside of the contract terms and obligations.
6	On account of drought, inaccuracy in distribution, <i>or other cause</i> , there may occur at times a shortage in the quantity of water provided for herein, and while the <u>United States will use all reasonable means to guard against such shortages</u> , in no event shall any liability accrue against the United States, its officers, agents, or employees, for any damage, direct or indirect, arising therefrom...	This clause limits Reclamation liability for "[o]n account of drought, inaccuracy in distribution, or other cause." This provision functions as a force majeure clause, limiting Reclamation's liability when unforeseen or uncontrollable events make it impossible or impracticable to meet contractual obligations to deliver water, but does not grant Reclamation the discretion to unilaterally modify or alter the terms of the contract to benefit listed species. As the court explained in <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077, such clauses do not give Reclamation the authority to reduce water deliveries for the purpose of benefiting listed species. Rather, the clause serves only to protect the government where external events prevent delivery of or otherwise reduce the diversion of water. It does not authorize Reclamation to alter the amount of water diverted at its discretion, nor does it create any independent authority to reallocate water outside of the contract terms and obligations.
7	On account of drought, canal breaks, inaccuracy in distribution <i>or other causes</i> , there may occur at times a shortage in the water supply for lands of the District, and while the <u>United States will use all reasonable means to guard against such shortage</u> , in no event shall any liability accrue against the United States, its officers, agents, or employees, for any damages, direct or indirect, arising therefrom; nor shall any obligation provided for herein be reduced or deferred because of any such shortage or damage.	This clause limits Reclamation liability for "[o]n account of drought, inaccuracy in distribution, or other cause." This provision functions as a force majeure clause, limiting Reclamation's liability when unforeseen or uncontrollable events make it impossible or impracticable to meet contractual obligations to deliver water, but does not grant Reclamation the discretion to unilaterally modify or alter the terms of the contract to benefit listed species. As the court explained in <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077, such clauses do not give Reclamation the authority to reduce water deliveries for the purpose of benefiting listed species. Rather, the clause serves only to protect the government where external events prevent delivery of or otherwise reduce the diversion of water. It does not authorize Reclamation to alter the amount of water diverted at its discretion, nor does it create any independent authority to reallocate water outside of the contract terms and obligations. The clause alone does not afford discretion to Reclamation to deviate from the contractual obligations to implement measures that benefit listed species. See <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077.
8	On account of drought, inaccuracy in distribution, <i>or other cause</i> , there may occur at times a shortage in the quantity of water that is available for delivery hereunder and 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...	This clause limits Reclamation liability for "[o]n account of drought, inaccuracy in distribution, or other cause." This provision functions as a force majeure clause, limiting Reclamation's liability when unforeseen or uncontrollable events make it impossible or impracticable to meet contractual obligations to deliver water, but does not grant Reclamation the discretion to unilaterally modify or alter the terms of the contract to benefit listed species. As the court explained in <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077, such clauses do not give Reclamation the authority to reduce water deliveries for the purpose of benefiting listed species. Rather, the clause serves only to protect the government where external events prevent delivery of or otherwise reduce the diversion of water. The United States commits to taking reasonable measures to avoid shortage, but is absolved from liability should a shortage arise notwithstanding those measures. It does not authorize Reclamation to alter the amount of water diverted at its discretion, nor does it create any independent authority to reallocate water outside of the contract terms and obligations. The clause alone does not afford discretion to Reclamation to deviate from the contractual obligations to implement measures that benefit listed species. See <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077.

Klamath Water Contract Clauses Summary Table

TYPE	PROVISION	Explanation: Contracts contain provisions that relate to agreement on quantities as between various contractors in the event there is insufficient water for deliver. Reclamation's discretion is narrowly proscribed only if a shortage occurs, and the authority does not include a right or ability to cause a shortage to occur or to substantially alter the contractual obligations should a shortage occur.
9	On account of drought, inaccuracy in distribution <u>or other causes</u> , there may occur at times a shortage in the water supply for the lands of the contractor. While the United States during the time that it may remain in the control of the irrigation works for the said Klamath project, and its successors in the control thereof thereafter, <u>will use all reasonable means to distribute and deliver</u> to the Contractor at the above described delivery point the amount of water to which the Contractor is entitled, in no event shall any liability accrue against the United States, its officers, agents or assigns for any damage, direct or indirect, arising therefrom, nor shall any obligation of the Contractor, its successors and assigns, provided for herein be reduced because of any such shortage of water or damage.	This clause limits Reclamation liability for "[o]n account of drought, inaccuracy in distribution, or other cause." This provision functions as a force majeure clause, limiting Reclamation's liability when unforeseen or uncontrollable events make it impossible or impracticable to meet contractual obligations to deliver water, but does not grant Reclamation the discretion to unilaterally modify or alter the terms of the contract to benefit listed species. As the court explained in <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077, such clauses do not give Reclamation the authority to reduce water deliveries for the purpose of benefitting listed species. Rather, the clause serves only to protect the government where external events prevent delivery of or otherwise reduce the diversion of water. The United States commits to taking reasonable measures to avoid shortage, but is absolved from liability should a shortage arise notwithstanding those measures. It does not authorize Reclamation to alter the amount of water diverted at its discretion, nor does it create any independent authority to reallocate water outside of the contract terms and obligations. The clause alone does not afford discretion to Reclamation to deviate from the contractual obligations to implement measures that benefit listed species. See <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077.
10	The United States shall not be liable for failure to impound, carry or deliver water caused by unavoidable delays in construction work or for insufficient supply of water, hostile diversions, droughts, court orders, interruptions of service necessitated by repairs, damages caused by floods or other <u>acts of God</u> , unlawful acts or unavoidable accidents.	This clause limits Reclamation liability for "failure to impound, carry or deliver water caused by unavoidable delays in construction work or for insufficient supply of water, hostile diversions, drought, court orders, interruptions of service necessitated by repairs, damages caused by floods or other acts of God, unlawful acts or unavoidable accidents." This provision functions as a force majeure clause, limiting Reclamation's liability when unforeseen or uncontrollable events make it impossible or impracticable to meet contractual obligations to deliver water, but does not grant Reclamation the discretion to unilaterally modify or alter the terms of the contract to benefit listed species. As the court explained in <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077, such clauses do not give Reclamation the authority to reduce water deliveries for the purpose of benefitting listed species. Rather, the clause serves only to protect the government where external events prevent delivery of or otherwise reduce the diversion of water. It does not authorize Reclamation to alter the amount of water diverted at its discretion, nor does it create an independent authority to reallocate water outside of the contract terms and obligations. The clause alone does not afford discretion to Reclamation to deviate from the contractual obligations to implement measures that benefit listed species. See <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077.
11	The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts, or <u>unavoidable</u> accidents.	This clause limits Reclamation liability for "hostile diversion, drought, interruption to stream flow in the river" and does not grant Reclamation the discretion to unilaterally modify or alter the terms of the contract to benefit listed species. This provision functions as a force majeure clause, limiting Reclamation's liability when unforeseen or uncontrollable events make it impossible or impracticable to meet contractual obligations. As the court explained in <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077, such clauses do not give Reclamation the authority to reduce water deliveries for the purpose of benefitting listed species. Rather, the clause serves only to protect the government where external events prevent delivery of or otherwise reduce the diversion of water. It does not authorize Reclamation to alter the amount of water diverted at its discretion, nor does it create any independent authority to reallocate water outside of the contract terms and obligations.
12	The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the creek made necessary by repairs, damages caused by floods, unlawful acts, or <u>unavoidable</u> accidents.	This clause limits Reclamation liability for "hostile diversion, drought, interruption to stream flow in the creek" and does not grant Reclamation the discretion to unilaterally modify or alter the terms of the contract to benefit listed species. This provision functions as a force majeure clause, limiting Reclamation's liability when unforeseen or uncontrollable events make it impossible or impracticable to meet contractual obligations. As the court explained in <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077, such clauses do not give Reclamation the authority to reduce water deliveries for the purpose of benefitting listed species. Rather, the clause serves only to protect the government where external events prevent delivery of or otherwise reduce the diversion of water. It does not authorize Reclamation to alter the amount of water diverted at its discretion, nor does it create any independent authority to reallocate water outside of the contract terms and obligations.
13	The United States shall not be liable for failure to supply water under the terms of this contract caused by hostile diversion, drought, interruptions of service made necessary by repairs, damages caused by floods, unlawful acts, or <u>unavoidable</u> accidents.	This clause limits Reclamation liability for "hostile diversion, drought, interruptions of service made necessary by repairs, damages caused by floods, unlawful acts, or unavoidable accidents" and does not grant Reclamation the discretion to unilaterally modify or alter the terms of the contract to benefit listed species. This provision functions as a force majeure clause, limiting Reclamation's liability when unforeseen or uncontrollable events make it impossible or impracticable to meet contractual obligations. As the court explained in <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1075–1077, such clauses do not give Reclamation the authority to reduce water deliveries for the purpose of benefitting listed species. Rather, the clause serves only to protect the government where external events prevent delivery of or otherwise reduce the diversion of water. It does not authorize Reclamation to alter the amount of water diverted at its discretion, nor does it create independent authority to reallocate water outside of the contract terms and obligations.
14	The United States, its agents and employees and/or the organization of water users in charge of the operation and maintenance of the Klamath project (or the portion of such project including the contractors diversion point, irrigation works and lands described in Art. 4, hereof), and the agents and employees of such organization shall not be liable for a failure of the water supply at said pumping source <u>due to any cause</u> ...	This clause limits Reclamation's liability for water shortages that prevent the United States from delivering water "due to any cause." As the <i>NRDC</i> court held, such a clause does not convey discretionary authority to Reclamation to act to benefit listed species but is rather a force majeure clause which shields Reclamation from liability if a drought or other event outside of Reclamation's control causes a shortage.
15	Tho United States shall not be liable for failure of water supply at said pumping source <u>due to any cause</u> .	This clause limits Reclamation's liability for water shortages that prevent the United States from delivering water "due to any cause." As the <i>NRDC</i> court held, such a clause does not convey discretionary authority to Reclamation to act to benefit listed species but is rather a force majeure clause which shields Reclamation from liability if a drought or other event outside of Reclamation's control causes a shortage.
16	The United States, its agents and employees, and, in the event that operation and maintenance of the Klamath Project, or the part of such project including the contractors diversion point as described in Article 6, hereof is taken over by the organization of water users, such organization, its agents and employees, shall not be liable for a failure of the water supply at the point of diversion described in Article 6 hereof <u>owing to any cause beyond their control</u> .	This clause limits Reclamation's liability for water shortages that prevent the United States from delivering water "due to any cause beyond their control." As the <i>NRDC</i> court held, such a clause does not convey discretionary authority to Reclamation to act to benefit listed species but is rather a force majeure clause which shields Reclamation from liability if a drought or other event outside of Reclamation's control causes a shortage.

Klamath Water Contract Clauses Summary Table

Clause	Agreement on Water Quantities (9a) Quantity and Allocation of Water	Analysis	Clause	Water to be furnished to the Contractor	Analysis
	<p>In <i>NRDC v. Haaland</i>, the Ninth Circuit analyzed Article 9(a) of the water supply contracts for the Central Valley Project. The clause provides:</p> <p>During the term of this Settlement Contract and any renewals thereof:</p> <p>(1) It shall constitute full agreement as between the United States and the Contractor as to the quantities of water and the allocation thereof between Base Supply and Project Water which may be diverted by the Contractor from its Source of Supply for beneficial use on the land shown on Exhibit B from April 1 through October 31, which said diversion, use, and allocation shall not be disturbed so long as the Contractor shall fulfill all of its obligations hereunder;</p> <p>(2) Neither party shall claim any right against the other in conflict with the provisions of Article 9(a)(1) hereof.</p> <p>The court found that Article 9(a) confirms the contract fully defines diversion amounts, so long as obligations are met. A provision that confirms the quantity and allocation of water to the Sacramento River Contractors under the Settlement Contract so long as they fulfill their obligations is not one that permits Reclamations to “make adjustments if necessary” in such quantity and allocation. Under the ESA, the requirement to consult or reinstate consultation depends on whether the agency retains discretionary control to alter terms in a manner that benefits listed species. The court held that without explicit terms granting Reclamation the authority or discretion to modify, alter, or withhold the delivery of water, Article 9(a) fails to retain such discretion to adjust the contractual obligations. It therefore does not provide discretionary authority requiring consultation under the Endangered Species Act.</p> <p>Provisions concerning the entitlement and delivery of water supply are detailed below.</p>	<p>Provisions within Klamath Project contracts specify that Reclamation will deliver (a) a fixed amount of water; (b) up to a specific amount of water; or (c) an amount of water determined by beneficial use. All Klamath Project water contracts were executed pursuant to the Reclamation Act of 1902, as stated in the preambles to the contracts, including those contracts that also expressly reference the Warren Act. Therefore, all Klamath Project contracts are subject to Section 8 and its requirement that beneficial use is the measure of water.</p> <p>Section 8 of the Reclamation Act of 1902 dictates that “[t]he right to the use of water acquired under the provisions of this Act shall be appurtenant to the land irrigated, and beneficial use shall be the basis, the measure, and the limit of the right.” 34 U.S.C. § 372. While many other Klamath Project contracts give irrigation districts the right to divert as much water as is necessary for beneficial use on the irrigable lands they serve, the fact that the contracts were executed pursuant to the Reclamation Act of 1902 necessarily means that the provisions of the Act, including Section 8, govern the contracts.</p> <p>These general principles govern the analysis below.</p>		<p>In <i>NRDC v. Haaland</i>, the Ninth Circuit analyzed Article 3(h) of the water supply contracts for the Central Valley Project. The clause provides:</p> <p>The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of:</p> <p>(1) The quality of water to be diverted by the Contractor;</p> <p>(2) The control, carriage, handling, use, disposal, or distribution of water diverted by the Contractor outside the facilities constructed and then being operated and maintained by or on behalf of the United States;</p> <p>(3) Claims of damage of any nature whatsoever, including but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of said water outside of the hereinabove referred to facilities;</p> <p>(4) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors in operation, drought, or unavoidable causes.</p> <p>The court found that Article 3(h) limits Reclamation's liability under the circumstances articulated in the contract clause, including shortages due to “errors in operation, drought, or unavoidable causes.” However, it does not allow Reclamation to alter the amount of water diverted at its discretion.</p>	<p>The following provisions represent the range of circumstances within Klamath Project contracts in which contractual language serves to limit liability. Common to all is the use of express terms, explicitly agreed to in advance of any breach, damage, or loss.</p>
A	<p>It is expressly understood and agreed that the amount of water to be delivered hereunder shall be 2-1/2 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 agree upon at the times and in the manner specified. Not more than 6 acre feet shall be delivered in any one month.</p>	<p>Provisions in the contract define the quantity, timing, and location of the use of water. Here, the contract has a fixed amount of water that shall be delivered. A delivery of a fixed quantity of water is considered non-discretionary because Reclamation has not reserved the right or authority to adjust or modify such delivery terms. Such fixed-quantity deliveries do not trigger ESA Section 7 consultation requirements, because Reclamation has a pre-determined legal obligation to deliver a certain amount of water and absent explicit terms cannot modify or withhold delivery of water for the purpose of benefiting listed species.</p>	1	<p>In the distribution and application of the water supply provided for herein, the Contractor 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.</p> <p>The United States assumes no responsibility whatever for the safety, integrity, or operation of the same or any portion thereof, and the Contractor 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 Contractor to make such measurements, investigations, or observations as in the judgment of the Superintendent may be necessary for the enforcement of the provisions of this contract.</p>	<p>This clause includes a non-discretionary provision providing that the contractor comply with applicable laws and regulations to operate and maintain the irrigation system. As a standard contract provision, this clause ensures that the contractor performs its obligations lawfully and in accordance with regulatory requirements in effect during the term of the contract. The obligation to comply does not afford the authority or discretion upon the contractor or Reclamation to modify the operative terms of the contract.</p> <p>This contract provision also serves to limit Reclamations liability for claims arising from the “safety, integrity, or operation of the irrigation system.” It addresses responsibilities and obligations but does not allow Reclamation or the Contractor to alter the delivery of water for the benefit of listed species. Complying with legal obligations is not a source of discretion under ESA Section 7 and this clause does not allow Reclamation to alter the amount of water diverted at its discretion. Because this liability waiver does not authorize the United States to alter the amount of water delivered, it does not provide sufficient discretion for Reclamation to consult under Section 7 of the Endangered Species Act. See <i>NRDC v. Haaland</i>, 102 F.4th 1045, 1075–1077</p>

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B	The United States shall furnish each year to the Contractor during the irrigation season from May 1 to September 30, inclusive, water from the Main Canal of the Klamath Project, including seepage and return flow, for the irrigation of the land described as follows...The quantity of water to be furnished 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 two acre feet per irrigable acre annually, measured at the pumping plant, which shall be the point of delivery of said water. (Single Spaced)	Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. The quantity of water the United States shall deliver is determined based upon that quantity which may be applied beneficially. Beneficial use is a dynamic measure that can vary according to conditions, however it's determination is a question of fact determined by state law. By obligating sufficient water for beneficial use, the United States has little discretion on the water of water each contracting party is allowed entitled to take. Reclamation does not have discretion to adjust the amount required to satisfy beneficial use, when that is the measure of the right in a given contract. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.	2	The United States shall not be responsible for the control, handling, carriage, use, disposal, or distribution of water which is furnished at the delivery points established pursuant to subdivision (a) of this article nor for claim of damage of any nature whatsoever including, but not limited to, property damage, personal injury or death arising out of or connected with the control, carriage, handling, Use, disposal, or distribution of such water beyond such delivery points.	This clause functions as a limitation upon Reclamation liability, but does not confer discretion to alter or reduce the amount of water delivered. It addresses responsibilities and liabilities after water has been delivered at the proscribed delivery point. It does not reference the quantity, timing, or conditions of delivery itself, nor does it provide any language associated with discretion or the right to curtail contractual obligations. It does not confer any discretion to proactively reduce, increase, or otherwise modify the amount of water delivered under the contract. It does not function as a right to adjust performance, it merely clarifies that the United States is not liable for downstream consequences of the delivered water. This clause cannot reasonably be construed as granting the delivering party authority to reduce, withhold, or modify water deliveries. Therefore, this clause does not provide sufficient discretion for Reclamation to consult under Section 7 of the Endangered Species Act. See NRDC v. Haaland, 102 F.4th 1045, 1075-1077
C	The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the [Canal] and deliver same to the Contractor at or near a turnout located...for the irrigation of the lands of the Contractor...The quantity so delivered shall not exceed the amount that can be furnished as determined by the Secretary of the Interior...not shall it exceed two and a half 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... in any one month.	The contract provision creates an obligation on the part of the United States to furnish water to the contractor during the irrigation season, subject to specific quantitative limits and conditions. The terms create defined, enforceable parameters for the delivery of water. The Secretary does retain some discretion in determining how much water can be furnished based on availability, but once that availability is determined, delivery within the articulated limitation is not discretionary but rather, an obligation under the contract.	3	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 employee 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.	This clause includes a non-discretionary provision upon the Contractor to comply with applicable laws and regulations to operate and maintain the irrigation system. As a standard contract provision, this clause ensures that the contractor performs its obligations lawfully and in accordance with regulatory requirements in effect during the term of the contract. The obligation to comply does not afford the authority or discretion upon the Contractor or Reclamation to modify the operative terms of the contract. This contract clause functions as a limitation of liability for claims arising from the "safety, integrity, or operation" of the system. It does not authorize the United States to unilaterally modify or reinterpret substantive terms of the agreement in a manner that could be directed toward benefiting listed species. Instead, it enforces contractual obligations which limit exposure to liability. As established in NRDC v. Haaland, the duty to consult under the ESA arises only when a federal action retains sufficient discretion to influence outcomes in a way that further conservation goals for the benefit of listed species. Because this contract clause lacks that type of discretion, it does not trigger a duty to consult. See NRDC v. Haaland, 102 F.4th 1045, 1075-1077
D	It is expressly understood and agreed that the amount of water to be delivered hereunder shall be two acre feet per acre of irrigable land during the usual irrigation season as established on said Klamath Project, being approximately that period between May1 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 agree upon at the times and in the manner specified. Not more than 6 acre feet shall be delivered in any one month. (single spaced)	Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. In NRDC v. Haaland, the concept of a non-discretionary delivery of a fixed quantity of water is center to determining whether certain federal actions are subject to review under the Endangered Species Act. Under the law, an agency action is non-discretionary when the agency has no legal authority to act differently, meaning it must carry out the action as specified, without room for modification. Here, this clause requires the Bureau of Reclamation to deliver a fixed quantity of water, and no discretion is retained by Reclamation to adjust, delay, or reduce that delivery based on environmental considerations.	4	The United States shall not be responsible for the control, handling, carriage, use, disposal, or distribution of water which is furnished to the District hereunder, outside the facilities then being operated and maintained by the United States, nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water outside of such facilities.	This clause limits responsibility for certain circumstances and outcomes but does not confer discretion to modify contract terms or operational decisions in a manner that could benefit listed species. As in NRDC v. Haaland, the duty to consult arises where the agency retains discretion to take action for the benefit of listed species. Here, no such discretion exists and therefore the duty to consult is not triggered. See NRDC v. Haaland, 102 F.4th 1045, 1075-1077

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E	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 the specified turnout]. The water so delivered shall not exceed the amount that can be furnished, as determined by the Secretary...nor shall it exceed two acre feet per acre of irrigable land during the 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...per 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. (Double Spaced)	<p>This clause commits Reclamation to delivering water up to a specific amount. It establishes a ceiling on the total amount of water which the United States must deliver and which the contractor may acquire or demand during the irrigation season but does not establish the minimum amount of water which the United States must deliver.</p> <p>While the clause commits Reclamation to delivering water up to a specific amount, it does not establish a minimum amount of water which the United States must deliver. All Klamath Project contracts were executed pursuant to the Reclamation Act of 1902, meaning that all contracts are subject to Section 8 and its requirement that beneficial use is the measure of water. Such beneficial use measure serves to determine the amount of water which Reclamation must provide under the contract. Beyond its upper bounds provided explicitly in the contract, beneficial use is the measure for water deliveries. Because beneficial use is determined in accordance with state law pursuant to Section 8 of the Reclamation Act of 1902, Reclamation lacks the discretion to alter the definition or amount of water determined by state law to be of beneficial use. Reclamation therefore lacks the discretion to consult on the amount of water delivered pursuant to the contract.</p> <p>The clause articulates the priorities of different contracting parties, but it is not an authorization for the United States to reapportion water to users or uses that are not otherwise covered by a contract for Project water, such as benefiting ESA-listed species. It therefore does not provide discretionary authority to require consultation.</p>	5	In case the District neglects or refuses to make any or all of the payments as provided herein when due, the United State may, in its discretion, refuse to deliver water to the District until such payment shall have been made in which event the District shall save the United States harmless from any claims for damages.	When a party is in default under a contract, meaning it has failed to meet its legal obligation, the response of the agency or contract is governed here by a predefined remedy within the agreement. When a party is in default, the response is governed by enforceable contract terms, not discretionary authority. The enforcement of default remedies do not confer the kind of discretion that could be exercised to benefit listed species, and therefore, does not trigger the duty to consult under the ESA. It is designed to enforce the contract, not to achieve environmental or conservation objectives. As the Ninth Circuit stated in NRDC v. Haaland, the ESA duty to consult arises when an action is affirmatively authorized and discretionary. Responding to default by enforcing a contractual remedy does not meet that threshold, because the agency is not free to use the circumstance to reallocate water to protect listed species. See NRDC v. Haaland, 102 F.4th 1045, 1075–1077
F	The United States will deliver or cause to be delivered to the District each year surplus water in such quantities as can be beneficially used for irrigation of lands included within the District but not to exceed an average of three and six-tenths (3.6) acre-feet per irrigable acre. Such water will be delivered at such points as may be agreed upon by the District and Klamath Irrigation District with the approval of the Contracting Officer, or, in the absence of such agreement, at such points as may be designated by the Contracting Officer. (Double Spaced)	<p>Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations.</p> <p>In NRDC v. Haaland, the concept of a non-discretionary delivery of a fixed quantity of water is center to determining whether certain federal actions are subject to review under the Endangered Species Act. Under the law, an agency action is non-discretionary when the agency has no legal authority to act differently, meaning it must carry out the action as specified, without room for modification. Here, this clause requires the Bureau of Reclamation to deliver a fixed quantity of water, and no discretion is retained by Reclamation to adjust, delay, or reduce that delivery based on environmental considerations.</p> <p>In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.</p>	6	The United States, its agents and employees and/or the organization of water users in charge of the operation and maintenance of the Klamath project (or the portion of such project including the contractors diversion point, irrigation works and lands described in Art. 4, hereof), and the agents and employees of such organization shall not be liable for a failure of the water supply at said pumping source <i>due to any cause</i> ...	This clause limits Reclamation's liability for water shortages that prevent the United States from delivering water "due to any cause." As the NRDC court held, such a clause does not convey discretionary authority to Reclamation to act to benefit listed species but is rather a force majeure clause which shields Reclamation from liability if a drought or other event outside of Reclamation's control causes a shortage.

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G	The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake, for pumping and distribution to and upon the lands [herein described only...] a sufficient quantity of water during the irrigation season (April 15 to September 30) of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor...The quantity of water sufficient for irrigation of said...land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto. (Double Spaced)(18r-963 single spaced)	In NRDC v. Haaland, the concept of a non-discretionary delivery of a fixed quantity of water is center to determining whether certain federal actions are subject to review under the Endangered Species Act. Under the law, an agency action is non-discretionary when the agency has no legal authority to act differently, meaning it must carry out the action as specified, without room for modification. Here, this clause requires the Bureau of Reclamation to deliver a fixed quantity of water, and no discretion is retained by Reclamation to adjust, delay, or reduce that delivery based on environmental considerations. Rather, the Secretary of Interior shall determine the quantity of water sufficient for irrigation of said land, but this determination is based upon the quantity as may be beneficially used upon said lands for irrigation of irrigable lands. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract. Such fixed-quantity deliveries do not trigger ESA Section 7 consultation requirements, because Reclamation has a pre-determined legal obligation to deliver a certain amount of water. A delivery of a fixed quantity of water is considered non-discretionary because Reclamation has not reserved the right or authority to adjust or modify such delivery terms.	7	...the District will release and hereby does release and waive any and all claim for damages against the United States resulting, or that may be claimed to have resulted, to district lands by reason of their being returned on account of the opening of said gates to their normal condition as of the date hereof, or otherwise, it being the intention that the District shall protect and save harmless the United States against claims of any kind which may arise from owners of or claimants to district lands on account of the execution of' this agreement.	This contract clause functions as a limitation of liability for claims arising from damages to district lands due to specific operations. It does not authorize the United States to unilaterally modify or reinterpret substantive terms of the agreement in a manner that could be directed toward benefiting listed species. Instead, it enforces contractual obligations which limit exposure to liability. As established in NRDC v. Haaland, the duty to consult under the ESA arises only when a federal action retains sufficient discretion to influence outcomes in a way that furthers conservation goals for the benefit of listed species. Because this contract clause lacks that type of discretion, it does not trigger a duty to consult. See NRDC v. Haaland, 102 F.4th 1045, 1075–1077
H	The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake, for pumping and distribution to and upon the lands of the District [herein described only] a sufficient quantity of water during the irrigation season of each year hereafter not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the District as herein described...	Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. The quantity of water the United States shall deliver is determined based upon that quantity which may be applied beneficially. Beneficial use is a dynamic measure that can vary according to conditions, however it's determination is a question of fact determined by state law. By obligating sufficient water for beneficial use, the United States has little discretion on the water of water each contracting party is allowed entitled to take. Reclamation does not have discretion to adjust the amount required to satisfy beneficial use, when that is the measure of the right in a given contract. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.	8	The rights here conveyed are subject and inferior to the rights of lands (to the waters of said lake) now or hereafter irrigated from canals and laterals of the Klamath Project.	Under NRDC v. Haaland, the Ninth Circuit reaffirmed that a federal agency's duty to consult under the ESA is only triggered when the agency retains discretion to take action that could benefit listed species. If the agency lacks such discretion—due to legal commitments, fixed contractual terms, or superior property rights—no duty to consult arises. In this context, the party's rights are expressly defined as subject and subordinate to the rights of other lands or prior users. Those rights are not independently enforceable or discretionary, because they must yield to senior rights or legal priorities already established. In effect, the United States or operator administering the junior rights cannot alter, reduce, or reallocate them for conservation purposes without violating superior legal entitlements. Because the United States' authority is legally constrained by the priority of other rights, it lacks the discretion necessary to reshape or manage the junior rights in a manner that would serve listed species. As Haaland makes clear, in the absence of such discretion, there is no affirmative duty to consult under the ESA, even if the action has incidental effects on listed species.
I	The United States shall deliver to the District during the irrigation season each year [herein described only] a sufficient quantity of water for the irrigation of irrigable lands of the District, not exceeding the lands herein described...	This clause obligates the United States to deliver a sufficient quantity of water for the irrigation of irrigable lands during each irrigation season. Given that beneficial use determines the amount of water deliveries per month to benefit ESA-listed species, and therefore lacks the discretion needed to consult. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.	9	The amount of water to be diverted, and used under the provisions of this agreement shall not exceed 2½- acre-feet per acre per annum for the area above described; Provided, however, in the event that the amount of water necessary for beneficial use on said lands, as determined by the Secretary of the Interior or his duly authorized agent, whose determination shall be conclusive as against the parties to this agreement, shall be less 2½- acre-feet per acre per annum, the rights, hereunder are limited to said lesser amount.	This clause obligates the United States to deliver an amount of water defined primarily by beneficial use. Because beneficial use is determined in accordance with state law pursuant to Section 8 of the Reclamation Act of 1902, Reclamation lacks the discretion to alter the definition or amount of water determined by state law to be of beneficial use. Reclamation therefore lacks the discretion to consult on the amount of water delivered pursuant to the contract.

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Clause	Agreement on Water Quantities (9a) Quantity and Allocation of Water	Analysis	Clause	Water to be furnished to the Contractor	Analysis
J	The quantity of water which the Contractor will pump pursuant to the provisions hereof will not exceed the amount which may be beneficially used upon said lands, said amount, in case of dispute, to be conclusively determined by the Secretary of the Interior, or his duly authorized representative, whose determination is to be conclusive as against the parties to the agreement, their successors and assigns.	Here, this clause requires the Bureau of Reclamation to deliver an amount of water which may be beneficially used on irrigation land, and no discretion is retained by Reclamation to adjust, delay, or reduce that delivery based on environmental considerations. Rather, the Secretary of Interior shall determine the quantity of water sufficient for irrigation of said land, but this determination is based upon the quantity as may be beneficially used upon said lands for irrigation of irrigable lands. Such fixed-quantity deliveries do not trigger ESA Section 7 consultation requirements, because Reclamation has a pre-determined legal obligation to deliver a certain amount of water. A delivery of a fixed quantity of water is considered non-discretionary because Reclamation has not reserved the right or authority to adjust or modify such delivery terms.	10	The Contractor hereby acknowledges that the water service made available pursuant to this contract is substantially more beneficial than Contractor's existing water rights and the Contractor accordingly hereby agrees to accept said substitute service in full satisfaction of all existing rights to the use of the waters of the Lost River upon the lands described in Exhibit A hereof and to release the United States from all claims for damages for such drainage of his said lands as may result from the construction of said flood control and regulation channel.	This contract clause functions as a limitation of liability for claims arising for "such drainage" of said lands" as may result from the construction of said flood control. It does not authorize the United States to unilaterally modify or reinterpret substantive terms of the agreement in a manner that could be directed toward benefiting listed species. Instead, it enforces contractual obligations which limit exposure to liability. As established in NRDC v. Haaland, the duty to consult under the ESA arises only when a federal action retains sufficient discretion to influence outcomes in a way that furthers conservation goals for the benefit of listed species. Because this contract clause lacks that type of discretion, it does not trigger a duty to consult. See NRDC v. Haaland, 102 F.4th 1045, 1075–1077
K	The United States hereby sells and conveys to the Contractors, as their respective interests may appear, the perpetual right to use sufficient water from Upper Klamath Lake...to irrigate [herein described only] ...reserving, however, a first and prior right to all of the waters of said lake for irrigation of the lands now and hereafter watered from the main canal of the Klamath Federal Irrigation Project. Beneficial use shall be the basis, the measure and the limit of the right hereby conveyed.	This clause obligates, in perpetuity, the United States to deliver an amount of water defined primarily by beneficial use. Because beneficial use is determined in accordance with state law pursuant to Section 8 of the Reclamation Act of 1902, Reclamation lacks the discretion to alter the definition or amount of water determined by state law to be of beneficial use. Reclamation therefore lacks the discretion to consult on the amount of water delivered pursuant to the contract. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.	11	The Districts will operate and maintain the 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 Districts will hold the United States and its assigns, officers, agents and employees harmless from any and all claims arising in connection therewith.	This contract clause functions as a limitation of liability for claims arising from the "safety, integrity, or operation" of the system. It does not authorize the United States to unilaterally modify or reinterpret substantive terms of the agreement in a manner that could be directed toward benefiting listed species. Instead, it enforces contractual obligations which limit exposure to liability. As established in NRDC v. Haaland, the duty to consult under the ESA arises only when a federal action retains sufficient discretion to influence outcomes in a way that furthers conservation goals for the benefit of listed species. Because this contract clause lacks that type of discretion, it does not trigger a duty to consult. See NRDC v. Haaland, 102 F.4th 1045, 1075–1077
L	The United States grants to the Contractor the right to divert and use, as hereinafter provided, water made available in the operation of the Klamath Project and grants to the Contractor the right to pump such water [herein described only] during the usual irrigation season as established on the Klamath Project, being approximately from April 15 to September 30,...for use in the irrigation of the irrigable lands herein described.	Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, despite the explicit reference to "beneficial use," the contract is governed by Section 8 of the Reclamation Act. However, beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.	12	It is agreed and understood that the [herein described] lands...are subject to flooding from time to time and that the Contractor has selected the said lands with full knowledge that the same are subject to flooding and the Contractor has and hereby does release the United States, its officers, agents and employees from and all claims for damages arising from of growing out of or directly or indirectly caused by the flooding or overflowing or seeping of said lands.	This contract clause functions as a limitation of liability for claims arising from the flooding, overflowing, or seeping upon described lands. It does not authorize the United States to unilaterally modify or reinterpret substantive terms of the agreement in a manner that could be directed toward benefiting listed species. Instead, it enforces contractual obligations which limit exposure to liability and require agreement of the contracting parties to this effect. As established in NRDC v. Haaland, the duty to consult under the ESA arises only when a federal action retains sufficient discretion to influence outcomes in a way that further conservation goals for the benefit of listed species. Because this contract clause lacks that type of discretion, it does not trigger a duty to consult. See NRDC v. Haaland, 102 F.4th 1045, 1075–1077
M	The United States will permit the Contractor to pump water [herein described only] during the usual irrigation season as established on the Klamath Project, being approximately from April 15 to September 30,...for use in the irrigation of the irrigable lands herein described. The maximum quantity of water which the Contractor will pump pursuant to the provisions hereof will be such only as may be beneficially used upon said lands...herein described And such quantity as may be beneficially used upon said lands shall be determined...	Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.	13	The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: (a) The quality of water to be diverted by the Contractor; (b) The control, carriage, handling, use, disposal, or distribution of said water outside the facilities being operated and maintained by the United States; (c) Claims of damage of any nature whatsoever, including, but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, distribution of said water outside of the hereinabove referred to ; and (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors unavoidable causes, operation, drought, or unavoidable causes.	This contract clause functions as a limitation of liability for claims arising from the "safety, integrity, or operation" of the system. It does not authorize the United States to unilaterally modify or reinterpret substantive terms of the agreement in a manner that could be directed toward benefiting listed species. Instead, it enforces contractual obligations which limit exposure to liability. As established in NRDC v. Haaland, the duty to consult under the ESA arises only when a federal action retains sufficient discretion to influence outcomes in a way that further conservation goals for the benefit of listed species. Because this contract clause lacks that type of discretion, it does not trigger a duty to consult. See NRDC v. Haaland, 102 F.4th 1045, 1075–1077

Klamath Water Contract Clauses Summary Table

Clause	Agreement on Water Quantities (9a) Quantity and Allocation of Water	Analysis	Clause	Water to be furnished to the Contractor	Analysis
N	The United States will furnish water for use as hereinafter provided, in full compliance with the Federal Reclamation laws, only for the particular areas of the Lands of the District [herein described] as benefited acres...entitled to receive water under the terms of this contract, and will deliver said water at such points [herein described]...When and to the extent that water is available...the maximum quantity of water which the District will pump pursuant to this contract will be such only as may be beneficially used upon the lands of the District.	Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. The quantity of water the United States shall deliver is determined based upon that quantity which may be applied beneficially. Beneficial use is a dynamic measure that can vary according to conditions, however it's determination is a question of fact determined by state law. By obligating sufficient water for beneficial use, the United States has little discretion on the water of water each contracting party is allowed entitled to take. Reclamation does not have discretion to adjust the amount required to satisfy beneficial use, when that is the measure of the right in a given contract. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.			
O	The United States hereby recognizes the Contractor a perpetual right to use water in the Upper Klamath Lake in Klamath County, Oregon, for pumping at the cost of the Contractor in an amount sufficient for the irrigation of [amount] acres of land, and incidental domestic purposes in connection with said land in said county...The rights here conveyed are subject and inferior to the rights of lands (to the waters of Upper Klamath Lake) now or hereafter irrigated from the main canal of the Klamath Project.	Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. Here, the water quantity is determined by its sufficiency for the irrigation of a specified acreage with the perpetual right to do so. Such fixed-quantity deliveries do not trigger ESA Section 7 consultation requirements, because Reclamation has a pre-determined legal obligation to deliver a certain amount of water. A delivery of a fixed quantity of water is considered non-discretionary because Reclamation has not reserved the right or authority to adjust or modify such delivery terms.			
P	During the period of March 1 to October 1 of each year, the United States will furnish to the Contractor...one acre foot of water per acre of land...if available during said period from natural flows of the Lost River...or a proportionate share of any lesser amount that may be available. Article 7, During the period of May 1 to October 1 of each year, the United States will deliver to the Contractor...one and a half acre feet of water per acre of said lands[established rights]. Provided that...prior rights of LVID and HID to the water in Clear Lake. [Furthermore]no stored water will be released from Clear Lake...when the elevation of the water surface...is below 4,522.0.	Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. Such fixed-quantity deliveries do not trigger ESA Section 7 consultation requirements, because Reclamation has a pre-determined legal obligation to deliver a certain amount of water. A delivery of a fixed quantity of water is considered non-discretionary because Reclamation has not reserved the right or authority to adjust or modify such delivery terms.			
Q	The United States hereby sells and conveys to [the District] . . . water from Clear Lake Reservoir to be delivered in Lost River at the point of diversion herein specified . . . The Basis, the measure, and the limit of the right of the respective Districts to the use of the 11later herein provided for shall rest perpetually in the beneficial application of the same to the lands of the respective Districts, and the Districts shall cause said water to be put to beneficial use with due diligence in accordance with law.	Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.			

Klamath Water Contract Clauses Summary Table

Clause	Agreement on Water Quantities (9a) Quantity and Allocation of Water	Analysis	Clause	Water to be furnished to the Contractor	Analysis
R	The United States recognizes that the aforesaid contracts entitle the District to the annual use of...water from Clear Lake Reservoir for irrigation of (herein described) acres. Additionally, The District shall be entitled to divert from the Lost River (herein described) water annually and may use that water for the irrigation of...the land....The District will pump or divert the water...at its own cost and 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 secure its proper diversion for the beneficial application of the same upon the lands of the District.	Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.			
S	The United States will furnish, out of such surplus water as may be available from the irrigation works of the said Klamath Project and at such times during the irrigation season as surplus water may be so available, a water supply for the irrigation of the above described lands in an amount not exceeding two and one-half acre feet per acre per annum measured at the point of delivery hereinafter described, but in no event more water than is needed for beneficial use.	Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.			
T	The District shall have the right in perpetuity, subject to the terms 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 U.S. 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 therefore and the amount of water required for reasonable beneficial use within the District.	Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. In perpetuity, this clause obligates the delivery of water for beneficial irrigation uses. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.			

Klamath Water Contract Clauses Summary Table

Clause	Agreement on Water Quantities (9a) Quantity and Allocation of Water	Analysis	Clause	Water to be furnished to the Contractor	Analysis
U	The District shall take the water supply for the lands within the limits of the District ...to be served by the transferred works, at the headworks 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. The District hereby assumes and agrees to carry out, during the term of this contract, to the satisfaction of the Secretary, all of the obligations imposed upon the United States by the contracts listed on Exhibit "A", ...for the carriage and delivery of water,... insofar as said contracts relate to the delivery and carriage of irrigation and drainage water through the transferred works. Upon execution by the United States of future water rights contracts for carriage and delivery of irrigation and drainage water through the transferred works to serve 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 thereupon assume the obligation of carriage and delivery thereunder [subject to certain conditions].	This clause obligates the United States to carry out to the satisfaction of the Secretary of the Interior all obligations imposed upon the United States within the contractual agreement. Reclamation is not afforded the discretion to modify the contractual term, but rather to ensure their implementation. In NRDC v. Haaland, the court determined that such obligations do not provide the requisite discretion to alter water deliveries and therefore do not trigger the requirement to consult under Section 7 of the ESA. Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. This clause obligates the United States to deliver an amount of water defined primarily by beneficial use. Because beneficial use is determined in accordance with state law pursuant to Section 8 of the Reclamation Act of 1902, Reclamation lacks the discretion to alter the definition or amount of water determined by state law to be of beneficial use. Reclamation therefore lacks the discretion to consult on the amount of water delivered pursuant to the contract. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.			
V	Upon the terms and conditions set forth below the United States will provide irrigation water for delivery to and for beneficial use upon the irrigable lands of the Contractor [herein described].	Provisions in the contract define the quantity, timing, and location of the use of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. This clause obligates the United States to deliver an amount of water defined primarily by beneficial use. Because beneficial use is determined in accordance with state law pursuant to Section 8 of the Reclamation Act of 1902, Reclamation lacks the discretion to alter the definition or amount of water determined by state law to be of beneficial use. Reclamation therefore lacks the discretion to consult on the amount of water delivered pursuant to the contract. In NRDC v. Haaland, the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. NRDC v. Haaland, 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.			
W	It is understood and agreed that the United States and its assigns, will deliver to the Company during each and every irrigation season, . . . a quantity of water, . . . in which the Company claims the right to the exclusive use to irrigation sufficiently those certain pieces or parcels of land . . .	Provisions in the contract define the quantity, timing, and location of the delivery of water. Without discretion to take action that could benefit listed species in the reduction, reschedule, or modification of water deliveries, there is no duty to consult under ESA Section 7 regarding Reclamation's fulfillment of the contractual obligations. This clause obligates the United States to deliver an amount of water for the exclusive use of the Company, as a predetermined amount not to exceed a maximum flow and therefore lacks the discretion to consult on the amount of water delivered pursuant to the contract.			
X	An "x" indicates that a similar provision is not present within the respective contract.		x	An "x" indicates that a similar provision is not present within the respective contract.	

Klamath Water Contract Clauses Summary Table

O&M CLAUSE	PERTINENT LANGUAGE	FACILITIES COVERED	ESTIMATE DUE	PAYMENT(S) DUE	REFUND PROVISION
A	"16(a) On or before February 1 of each calendar year ... [BOR] shall furnish to [KID] an itemized estimate of all costs expected to be incurred by [BOR] under the provisions of this contract during that calendar year, which are properly chargeable to [KID] 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 ... the total of the 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 type of costs: ... (iii) An equitable proportion of the estimated annual costs of operating and maintaining the reserved works ... 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."	"... equitable proportion of the estimated annual costs of operating and maintaining the reserved works ... as determined by the Secretary..."	On or before Feb. 1	60 days after receipt	Current calendar year bill to be "adjusted by the reconciliation of actual and estimated costs for the previous calendar year..."
B	"The Contractor shall ... pay all assessed charges for operation and maintenance to [KID] or its successors in interest."	Unspecified	Unspecified	Unspecified	Unspecified
C	"15. (a) On or before September 1 of each calendar year ... [BOR] shall furnish [TID] an itemized estimate of all costs expected to be incurred by [BOR] 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. [TID] shall pay to [BOR] the total of such estimated costs for the current year, as adjusted by the reconciliation of actual and estimated costs for the previous calendar year. One-half of said sum shall be paid on January 1 and one-half on July 1 of each year... Each such annual estimate and statement shall list separately the following types of costs: ... (iii) The estimated annual costs of operating and maintaining the reserved works, as determined by the Secretary... 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% of Clear Lake Reservoir; (bb) 50% of Gerber Reservoir; (cc) 100% of Lost River Improved Channel, minus payments received from Warren Act contractors receiving supply from the Lost River; (dd) 85% of Lost River Diversion Dam and Channel; (ee) 100% of the P Canal, the KSD, 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 F&WS under Art. 10 of agreement of Jun. 28, 1946; (3) The share of costs assignable to KDD pursuant to the contract of Oct. 11, 1947; and (ff) proportionate share of additional costs incurred by U.S. in operating Link River Dam or UKL as a result of termination or an extension or amendment of the contract of Feb. 24, 1917, with Copco.	(aa) 79.8065% of Clear Lake; (bb) 50% of Gerber; (cc) 100% of LRIC, minus payments received from Warren Act contractors receiving supply from the Lost River; (dd) 85% of LRDC; (ee) 100% of P Canal, KSD, and PP E and F, less: (1) Any revenues received from spill water used by water users under the P Canal; (2) share of costs assignable to F&WS under Art. 10 of agreement of Jun. 28, 1946; (3) share of costs assignable to KDD pursuant to the contract of Oct. 11, 1947; and (ff) proportionate share of additional costs incurred by USBR in operating Link River Dam or UKL as a result of termination or an extension or amendment of the contract of Feb. 24, 1917, with Copco.	On or before Sep. 1	Jan. 1 and Jul. 1	Current calendar year bill to be "adjusted by the reconciliation of actual and estimated costs for the previous calendar year..."
D	"... [T]he Contractor ... shall pay to [BOR] ... annual operation and maintenance charges at a rate per acre equal to three-fourths of the per acre [O&M] charge which applies to homestead lands in said Tule Lake Division ... The [O&M] charges ... shall be payable to [BOR] or its successors in the [O&M] of the Klamath project in advance of the deliver of water each year and in any event not later than April 1 of each year..."	Annual O&M charge to be a "rate per acre equal to three-fourths of the per acre [O&M] charge which applies to homestead lands in said Tule Lake Division..."	Unspecified	Payment due in advance of water delivery but not later than April 1	Unspecified
E	District agrees to pay to the [U.S.] as an annual O&M charge the sum of \$76.32 per annum from the date upon which they become due and payable until paid	Unspecified	Unspecified	Unspecified	Unspecified
F	District agrees to pay proportionate part of the annual operation and maintenance cost of the Project works used in serving the District. Secretary shall on or before September 1 of each year ... furnish the District with a statement of his estimate of the District's proportionate part of the annual [O&M] cost of the project works used in serving the District for the then succeeding calendar year, and the District agrees to pay in advance one-half of such estimate on or before January 1 of the year for which such estimate is made and the remaining half on or before April 1 of that same year. Provided, That the second installment for each year shall be reduced by the excess, if any, of the sum advanced for the previous calendar year over the actual cost of O&M for the corresponding calendar year.	Project works used in serving the district	On or before Sep. 1	Jan. 1 and Jul. 1	Second-half bill to be reduced by the excess, if any, of the sum advanced for the prior CV over the actual cost
G	Annual O&M charge equal to (a) one-half the acre charge assessed against the lands in KID served by gravity, plus (b) an equitable proportion, as determined by the Secretary, of any expense incurred by the U.S. in regulating water level of UKL. Charges to be paid semi-annually -- one-half due on January 1 and the balance due on July 1. On or before September 1 of each year the District will be furnished with an statement covering the estimated cost of the [O&M] for the succeeding year and any differences that may later develop between the estimated cost and the actual cost ... will be adjusted and reconciled in the estimate for the following year.	UKL and one-half the per acre charge assessed against lands in KID served by gravity	On or before Sep. 1	Jan. 1 and Jul. 1	Estimated and actual cost to be adjusted and reconciled in the estimate for the following year
H	District agrees to pay to the [U.S.] its proportionate part of the annual [O&M] cost of the project works, including storage, distribution, and drainage works, used in serving said District ... An estimate of the total of the O&M charge for each irrigation season shall be furnished to the District by the Secretary on or before September 1 of each year; and the total of such estimated O&M charge shall be paid to the [U.S.] in two equal installments; the first on or before January 1, and the second on or before July 1, of the year following that in which the notice is given Whenever the funds so advanced by the District under this article exceed the actual share of the District for O&M for the year for which advanced, the surplus shall be deposited to the O&M account of the Klamath Project and shall be used in cases of emergency or in reduction of succeeding year's [O&M] charges: Provided, That the surplus so accumulated shall not exceed the normal cost of [O&M] for one year."	Project works used in serving the district	On or before Sep. 1	Jan. 1 and Jul. 1	Surplus applied to O&M fund for application to succeeding year's O&M charges or for emergency
I	Contractor agrees to pay U.S. for the irrigable area of the land of the Contractor, annual operation and maintenance charges equal to (a) one-half of the per acre charge assessed against such lands in the Main Division of the Klamath Project served by gravity, plus (b) an equitable proportion, as determined by the Secretary of the Interior, of any expenses incurred by the United States in regulating the waters from Upper Klamath Lake. The O&M charges due shall be payable to the U.S. or its successors in the operation of the Main Division of the Klamath Project in advance of the delivery of water each year and in any event not later than April 1 of such year.	One-half of the per acre charge assessed against such lands in the Main Division served by gravity, plus equitable proportion of any expense incurred by U.S. in regulating UKL.	Unspecified	In advance of delivery of water each year and in no event later than April 1 of each year	Unspecified
J	"On or before February 1 of each year ... the U.S. shall furnish to the District an itemized estimate of all costs expected to be incurred by the [U.S.] ... during that year which are properly chargeable to the District and a statement of the differences between estimated and actual costs for the previous year, with appropriate charges or credits to adjust the previous year's estimate to the total of actual costs for that previous year: Provided, That, as determined by the Contracting Officer, the District will not be required to pay directly to the United States any such charges as may be made to or through the Klamath Irrigation District. The District shall pay to the [U.S.] the total of such estimated costs for the current calendar year, as adjusted by the reconciliation of actual and estimated costs for the previous year, within sixty days after receipt of said estimate and statement. Each annual estimate and statement shall list separately the following types of costs: ... (i) An equitable share of the estimated annual general expense, as determined by the Contracting Officer, to be incurred by the [U.S] 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; ... (iii) An equitable proportion of the estimated annual costs of operating and maintaining Link River Dam and of regulating Upper Klamath Lake, as determined by the Contracting Officer..."	[Note that KBID and KID has a separate contract, required by the United States, for O&M charges in connection with the Project works transferred to KID. Generally, that contract provides for KID to charge KBID for one-half the per acre rate assessed against lands within KID.] Reclamation's contract covers "general expense[s], as determined by the Contracting Officer, to be incurred by the [U.S] and apportioned to the Main and Pumping Divisions of the Klamath Project" and for O&M of Link River Dam and of regulating Upper Klamath Lake	On or before Feb. 1	Sixty days following receipt of estimate for current year and statement reconciling prior year	Reconciled in February 1 billing statement
K	District agrees to pay to the U.S. each year in advance the proportion of estimated costs of Project O&M to be performed by the U.S., in such amounts as may be fixed by the Secretary of the Interior, as follows: (1) The proportionate part of the total estimated annual cost of the O&M of Clear Lake Dam and Reservoir that 2,100 acres bear to the total acreage, as determined by the Secretary of the Interior, receiving benefits from said reservoir; (2) The proportionate part of the total estimated annual cost of the delivery of water from Clear Lake Reservoir to the Malone Diversion Dam for use of the District and LVID that 2,100 acres bear to the total acreage ... receiving benefits from said reservoir; (3) 9,064/21,546 of the total estimated annual cost of O&M for the channel dredged in Clear Lake Reservoir; (4) Thirteen and five-tenths (13.5) percent of the cost of O&M of the Lost River Diversion Dam and Diversion Channel; and (5) The proportionate part of the total annual estimated cost to the U.S. of operating and maintaining the Link River Dam and of regulating Upper Klamath Lake equal to the proportion that the amount of water diverted from the Klamath River through the Diversion Channel to the Lost River for replacement of water used by the District from Lost River, bears to the total irrigation releases and diversions that year from Upper Klamath Lake and Klamath River. The total of such O&M costs for each irrigation season shall be set forth in an estimate to be furnished to the District by the U.S. on or before September 1 of each year... One half of such charges shall be due and payable on January 1 following, and the balance thereof shall become due and payable on the July 1 following. The estimate to be furnished each year shall take account of any surplus or deficiency from the estimate of the previous year being too high or too low..."	(1) Proportionate part of Clear Lake Dam and Reservoir; (2) Annual cost of delivery of water from Clear Lake to Malone Diversion Dam; (3) 42.08% of the cost of the channel dredged in Clear Lake; (4) 13.5% of LRDC costs; and (5) The proportionate part of the total annual estimated cost to the U.S. of operating and maintaining the Link River Dam and of regulating UKL equal to the proportion that the amount of water diverted from the Klamath River through the Diversion Channel to the Lost River for replacement of water used by the District from Lost River, bears to the total irrigation releases and diversions that year from Upper Klamath Lake and Klamath River.	On or before Sep. 1	Jan. 1 and Jul. 1	Estimated and actual cost to be adjusted and reconciled in the estimate for the following year

Klamath Water Contract Clauses Summary Table

O&M CLAUSE	PERTINENT LANGUAGE	FACILITIES COVERED	ESTIMATE DUE	PAYMENT(S) DUE	REFUND PROVISION
L	District agrees to pay the U.S. "the proportion of estimated costs of [O&M], including applicable administrative charges, to be performed by the [U.S.] on Clear Lake Reservoir, Gerber Reservoir and the Clear Lake Dredged Channel, in such amounts as may be fixed by the Contracting Officer. The total of such O&M costs for each calendar year shall be set forth in an estimate to be furnished to the District by the Contracting Officer on or before September 1 of the preceding year. One-half of such charges shall be due and payable on July 1 following. The estimate to be furnished each year shall take account of any surplus or deficiency resulting from the estimate of the previous year being to high or too low."	Proportion of the O&M costs, including administrative charge, for Clear Lake Reservoir, Gerber Reservoir and the Clear Lake Dredged Channel, as may be fixed by contracting officer	On or before Sep. 1	Jan. 1 and Jul. 1	Estimated and actual cost to be adjusted and reconciled in the estimate for the following year
M	Contractor agrees to pay, on or before the first day of January of each year ... the amount determined by the official in charge of the Klamath Project to be the Contractor's proportionate share of the estimated cost of the operation and maintenance of Clear Lake. The surplus of any amounts so advanced by the Contractor for O&M by the U.S. during any year or portion of a year shall be credited on future estimated cost of O&M. Whenever in the opinion of the official in charge of the Klamath Project the amount available from payments made by the Contractor will be inadequate to cover Contractor's proper proportion of the cost of O&M of Clear Lake to the end of the year, he may give supplemental notice to the Contractor of the amount of additional advance payment required and the Contractor shall pay the amount thereof on or before the date specified in such notice.	Proportionate share of the estimated cost of O&M of Clear Lake	Unspecified	Jan. 1	Surplus assessed during any year or portion of a year shall be credited on future estimated cost of O&M
N	Contractor agrees to pay U.S. each year in advance for such O&M as may be performed by the U.S. and in such amounts as may be fixed by the Secretary or his duly authorized representative as the cost of O&M of Project works, or any of them, for that year. The total of such O&M costs due shall be set forth in an estimate to be furnished to the District each year by the Secretary of the Interior or his duly authorized representative, and shall be due and payable in advance on April 1 of each year beginning on the date this contract is enforced. The estimate to be furnished each year shall take account of any surplus or deficiency resulting from the estimate of the previous year being too high or too low. Whenever in the opinion of the Secretary funds so furnished will be inadequate to O&M the works being operated by the U.S., the Secretary may give supplemental O&M charge notices stating therein the amount of additional funds required and the District shall furnish such additional amount on or before the date specified in any supplemental notice.	Cost of O&M of Project works, or any of them, as may be fixed by the Secretary or his duly authorized representative	Unspecified	Apr. 1	Estimated and actual cost to be adjusted and reconciled in the estimate for the following year
O	Contractor agrees to pay, as an annual O&M charge, on the 1st day of April of each year ... the Contractor's proper proportion of the cost of replacing in the project canal system from UKL the quantity of water used by the Contractor pursuant to terms of the contract, including all proper items of overhead in connection therewith.	Proper proportion of the cost of replacing the quantity of water used by the Contractor in the project canal system from UKL	Unspecified	Apr. 1	Unspecified
P	Contractor agrees to pay "on the first day of April of each year ... an amount estimated ... to be the part of the project operation and maintenance cost for that year properly chargeable to the rights granted to the contractor..." ... including all proper items of overhead in connection therewith. If the actual [O&M costs] are such that an adjustment of the estimated charges apportion to this agreement is required, the appropriate adjustment shall be made on the Contractor's O&M charge next coming due.	Unspecified	Unspecified	Apr. 1	Estimated and actual cost to be adjusted and reconciled in the estimate for the following year
Q	Contractor agrees to pay the United States as an operation and maintenance charge, on the 1st day of April of each year ... his proper proportion of the cost of regulating the water level of Upper Klamath Lake, and any cost incurred by the United States in delivering to the Contractor any water as provided by the terms of this contract, including such amount for overhead charges as may be fixed by the said Secretary of the Interior whose determination of such O&M costs shall be conclusive of the rights of the parties hereto in respect thereto...	Proper proportion of the cost of regulating water level of UKL, and any cost incurred in delivering water to the Contractor as provided for in the terms of the contract, including overhead charges as fixed by the Secretary	Unspecified	Apr. 1	Unspecified
R	District agrees to pay: (a) an O&M charge which shall include the District's proper proportion of any cost incurred by U.S. in regulating the water level of Upper Klamath Lake, the District's proper portion of [O&M costs for] the various common features of the Project, the O&M of which is, in the opinion of the Secretary, to the benefit of the district, and all cost incurred by the U.S. directly chargeable to the delivery of water to the district under this contract. Payments of such O&M charge shall be made each year on the basis of annual estimates made by the Secretary. Such annual estimates ... shall contain a statement of the estimated cost of O&M of the Project to be incurred in the following calendar year and the amount of the District's share of said estimated costs. Such O&M charge notice shall be furnished to the District on or before September 1 of the year proceeding the year covered thereby The District agrees to pay its share of the amounts set out in such O&M charge notice ... in two equal installments, the first on or before December 1 of the year in which the notice is given, and the second on or before June 1 of the year for which such charges are due. Whenever in the opinion of the Secretary funds so advanced will be inadequate to operate and maintain the works being operated and maintained by the United states for the year for which the advance was made, he may give a supplemental operation and maintenance charge notice, stating therein the amount of additional funds required. The District shall advance such additional amount on or before the date specified in the supplemental notice. If funds advanced by the District under this article exceed the cost of operation and maintenance for the year for which h advanced, the surplus shall be credited. on the second instalment due for the succeeding year. [Note that the 1947 contract provides for KDD to also pay for a "proper proportion" of the O&M costs for the Klamath States Drain and pumping plants, with O&M charge notices to be furnished by September and paid bi-annually by the District on January 1 and July 1.]	(1) District's proper proportion of any cost incurred by U.S. in regulating the water level of UKL; (2) the District's proper portion of O&M costs for the various common features of the Project; and (3) all cost incurred by the U.S. directly chargeable to the delivery of water to the district under this contract. In addition the 1947 supplemental contract obligates KDD to pay for a "proper proportion" of KSD O&M costs.	On or before Sep. 1	Dec. 1 and Jun. 1	Surplus collected to be credited to the district in the second-half charge due for the following subsequent year.
S	The District covenants, promises and agrees to assume and. . pay, and to that end hereby binds itself, its lands and property of every character, that proportion of the total expenditures heretofore made or to be made by or on behalf of the United states in connection with the proposed reclamation of Lower Klamath Lake marsh or swamp lands . . .	costs incurred or that may be incurred by the United States in adapting the distribution of the Klamath Project for the delivery of a water supply of fifty (50) second feet each season to the Van Brimmer Ditch Company . . .	Sum to be paid incrementally	Sum to be paid incrementally	Unspecified
T	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.	Project works used in serving the district	On or before December 1	Dec. 1	Unspecified

Klamath Water Contract Clauses Summary Table

WM Clause	Pertinent Language	Explanation
A	The City will provide itself with such diversion and pumping equipment as in its judgement may be necessary to divert and distribute the water to be used by the terms of this agreement and shall maintain the same at its own expense. In addition, the City will install and maintain at its own expense such metering equipment as in the opinion of said Secretary, or his duly authorized agent, may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season, and shall make meter readings therefor available monthly to the Project Superintendent of the Klamath Project, and shall permit said Superintendent to have access to, and to test and read, said meter to determine the quantity of water delivered under the terms of this agreement."	Under <i>NRDC v. Haaland</i> , the key threshold question is whether Reclamation retains discretion over a relevant agency activity. Here, the Contractor is required to install and maintain the necessary equipment and water quantity is determined by the Secretary based on objective technical measurements. Reclamation is merely executing a fixed contractual obligation and has no discretion to adjust or allocate water based on other factors, such as environmental review. In conducting this assessment, Reclamation is carrying out non-discretionary duties and this action does not trigger the need to consult under Section 7 of the Endangered Species Act.
B	"(a) provide all things necessary to propel, measure, and convey the water to be used in pursuance of the terms hereof, including all necessary rights of way over private lands, and a measuring device acceptable to the said Secretary of the Interior or his duly authorized agent, to determine the quality of water used pursuant hereto," and " (c) at all times permit said Superintendent to have access to and to test and read said meter, to determine the quality of water furnished pursuant to the provisions of this agreement".	Under <i>NRDC v. Haaland</i> , the key threshold question is whether Reclamation retains discretion over a relevant agency activity. Here, the Contractor is required to install and maintain the necessary equipment and water quantity is determined by the Secretary based on objective technical measurements. Reclamation is merely executing a fixed contractual obligation and has no discretion to adjust or allocate water based on other factors, such as environmental review. In conducting this assessment, Reclamation is carrying out non-discretionary duties and this action does not trigger the need to consult under Section 7 of the Endangered Species Act.
C	"the [Contractor/District] will provide [himself/itself] with such diversion and pumping equipment as in [his/its] judgement may be necessary to divert and distribute the water to be used by the terms of this agreement and shall maintain the same at [his/its] own expense. In addition, the [Contractor/District] will install and maintain at [his/its] own expense such metering equipment as in the opinion of said Secretary, or [his/its] duly authorized agent, may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season, and shall make meter readings therefor available monthly to the [Project Superintendent/Official in Charge] of the Klamath Project, and shall permit said [Superintendent/Official in Charge] to have access to, and to test and read, said meter to determine the quantity of water delivered under the terms of this agreement."	Under <i>NRDC v. Haaland</i> , the key threshold question is whether Reclamation retains discretion over a relevant agency activity. Here, the Contractor is required to install and maintain the necessary equipment and water quantity is determined by the Secretary based on objective technical measurements. Reclamation is merely executing a fixed contractual obligation and has no discretion to adjust or allocate water based on other factors, such as environmental review. In conducting this assessment, Reclamation is carrying out non-discretionary duties and this action does not trigger the need to consult under Section 7 of the Endangered Species Act.
D	"The contractor will provide a measuring device acceptable to the said Secretary of the Interior or his duly authorized agent, to determine the quantity of water used pursuant hereto, and to make available monthly to the project superintendent meter readings of water so used and shall at all times permit said superintendent to have access to and to test and read said meter, to determine the quantity of water furnished pursuant to the provisions of this agreement."	Under <i>NRDC v. Haaland</i> , the key threshold question is whether Reclamation retains discretion over a relevant agency activity. Here, the Contractor is required to install and maintain the necessary equipment and water quantity is determined by the Secretary based on objective technical measurements. Reclamation is merely executing a fixed contractual obligation and has no discretion to adjust or allocate water based on other factors, such as environmental review. In conducting this assessment, Reclamation is carrying out non-discretionary duties and this action does not trigger the need to consult under Section 7 of the Endangered Species Act.
E	"The water to be delivered hereunder shall be measured at the turnout described in Article 5 hereof, by such measuring and controlling devices or such automatic gauges, or both, as shall be satisfactory to the superintendent or other officer of the United States in charge of the Klamath Project. Said measuring and controlling devices shall be furnished, installed and maintained be and at the expense of the contractor, 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 land of the contractor. All future repairs and renewals necessary to the operation of said turnout for delivery of water from the canal shall be done at the expense of the contractor."	Under <i>NRDC v. Haaland</i> , the key threshold question is whether Reclamation retains discretion over a relevant agency activity. Here, the United States maintains control of the measuring and controlling devices necessary to make determinations on water quantities. This control is limited in scope and the mere exercise of authority over the devices does not confer discretion upon Reclamation to alter contractual obligations or water delivery provisions.
F	"The water to be delivered hereunder shall be measured by such measuring and controlling devices as shall be satisfactory to the United States. 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 complete control of the United States, whose representative may at all times have access to them over the land of the contractor. All future repairs and renewals necessary to the operation of said turnout for delivery of water from the Main canal to the contractor shall be done at the expense of the contractor. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the contractor."	Under <i>NRDC v. Haaland</i> , the key threshold question is whether Reclamation retains discretion over a relevant agency activity. Here, the United States maintains control of the measuring and controlling devices necessary to make determinations on water quantities. This control is limited in scope and the mere exercise of authority over the devices does not confer discretion upon Reclamation to alter contractual obligations or water delivery provisions.
G	"The District shall, at its own 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 1."	Under <i>NRDC v. Haaland</i> , the key threshold question is whether Reclamation retains discretion over a relevant agency activity. Here, the Contractor is required to install and maintain the necessary equipment and water quantity is determined by the Secretary based on objective technical measurements. Reclamation is merely executing a fixed contractual obligation and has no discretion to adjust or allocate water based on other factors, such as environmental review. In conducting this assessment, Reclamation is carrying out non-discretionary duties and this action does not trigger the need to consult under Section 7 of the Endangered Species Act.
H	"The Basis, the measure, and the limit of the right of the respective Districts to the use of the water herein provided for shall rest perpetually in the beneficial application of the same to the lands of the respective Districts, and the Districts shall cause said water to be put to beneficial use with due diligence in accordance with law."	In <i>NRDC v. Haaland</i> , the Ninth Circuit analyzed whether mention of the beneficial use of water in a contractual clause affords Reclamation continuing discretion to assess the reasonable beneficial use to make necessary adjustments. The conclusion did not extend to the type of considerations in this clause, but the court did determine that a provision confirming the quantity and allocation of water to a contractor under a contract for the fulfillment of obligation is not one that permits necessary adjustment in such quantity and allocation. <i>NRDC v. Haaland</i> , 102 F.4th 1045, 1076-1077. Here, the mention of beneficial use provides little discretion to Reclamation. Upon the determination of beneficial use, whether for the irrigation season or annually, Reclamation is not afforded the discretion under this clause to adjust the amount required to satisfy "beneficial use" when this determination measure is utilized in the given contract.
I	"(a) provide all things necessary to propel, measure, and, convey the water to be diverted under provision of this agreement, from the point of diversion to the Contactor's lands, including all necessary rights of wat, and a measuring device acceptable to the official in charge of the Klamath Project for the purpose of measuring the quantity of water diverted; (b) make available each month to said official, meter readings of the water diverted; and (c) permit at all times said official to have access to, to test and read said meter for the purpose of determining the quantity of water diverted."	Under <i>NRDC v. Haaland</i> , the key threshold question is whether Reclamation retains discretion over a relevant agency activity. Here, the Contractor is required to install and maintain the necessary equipment and water quantity is determined by the Secretary based on objective technical measurements. Reclamation is merely executing a fixed contractual obligation and has no discretion to adjust or allocate water based on other factors, such as environmental review. In conducting this assessment, Reclamation is carrying out non-discretionary duties and this action does not trigger the need to consult under Section 7 of the Endangered Species Act.
J	"The water furnished to the District hereunder shall be measured at the turnout described in Article 5 hereof, by such measuring and controlling devices or such automatic gauges, or both, as shall be satisfactory to the superintendent or other officer of the United States in charge of the Klamath Project. Said measuring and controlling devices shall be furnished, installed and maintained as required for Project operations and preservation of water rights at no expense to the United States. The District shall arrange for collection of the data therefrom and for furnishing the United States written reports of such data for each month on or before the 7th day of the following month or at any other time on request."	Here, the United States maintains control of the measuring and controlling devices necessary to make determinations on water quantities. This control is limited in scope and the mere exercise of authority over the devices does not confer discretion upon Reclamation to alter contractual obligations or water delivery provisions. Here, the United States is merely executing a fixed contractual obligation and has no discretion to adjust or allocate water based on other factors, such as environmental review. In conducting this assessment, Reclamation is carrying out non-discretionary duties and this action does not trigger the need to consult under Section 7 of the Endangered Species Act.
K	"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 . . ."	Here, the United States maintains control of the measuring and controlling devices necessary to make determinations on water quantities. This control is limited in scope and the mere exercise of authority over the devices does not confer discretion upon Reclamation to alter contractual obligations or water delivery provisions. Here, the United States is merely executing a fixed contractual obligation and has no discretion to adjust or allocate water based on other factors, such as environmental review. In conducting this assessment, Reclamation is carrying out non-discretionary duties and this action does not trigger the need to consult under Section 7 of the Endangered Species Act.
Note 1	Contract is for Water Supply and does not specify water measurement apparatuses; Article 6: The water supply provided for herein shall be measured and delivered at the following point [...] at which point said water supply shall be received by the Contractor...who agrees at its own cost and expense and risk.	
Note 2	Contract is for Supplementary Water in the sum of fifty second feet; Article 10: In matters pertaining to the delivery of water the United States shall be required to take notice only upon the written request of some officer or other representative of the Company duly authorized to act in behalf of said Company by authority of duly elected Board of Directors of Sad Company.	
Note 3	11r-402 Supply pf 50 second feet 11r-402c Article 20c: During the irrigation season the United States shall have the right to place inspectors at any point or points in the District to make such measurements, investigations, or observations as tin the judgment of the official of the United States in charge of the Project may be necessary for the enforcement of the provisions of this contract and for the interest of the Project generally. Article 28a. The United States had heretofore installed gates in the so-called Klamath Strait, for the purpose of regulating flows of water into and out of the area within the District's boundaries and for other purposes. District to Keep Books and Records and Crop Report Returns Article 31a. The District shall, install and maintain a set of books of accurate account, to be acceptable to the Secretary, showing all the financial transactions of the District, and furnish such financial reports and statements in such form as may be required from time to time be the Secretary. Article 31c. Keep each year an accurate record of the water supply and the disposition of the same and furnish the Secretary with such detailed reports covering said water supply and its deposition, in such form as is prescribed be the Secretary.	

Klamath Water Contract Clauses Summary Table

CONTRACT TYPE	<p>DESCRIPTION: In the event of a shortage in Project Supply, Reclamation determines the allocation of the available supply in accordance with the terms of the contracts between Reclamation, districts and individual water users. There are four general types of these contracts within the Project, only three of which are relevant here: 1) settlement contracts; 2) repayment contracts; 3) Warren Act contracts; and 4) annual water rental agreements. In the event of a shortage in the available Project Supply, Reclamation implements the provisions in these contracts that create priorities among the four types of contracts within the Project.</p>	CONTRACT CATEGORY	<p>LIMITATION: For the purposes of this analysis, Klamath Project contracts specify three categories of water delivery: (1) a fixed amount of water; (2) up to a specific amount of water; and (3) an amount of water determined solely by beneficial use.</p>
Repayment	<p>Repayment contract covers contracts executed pursuant to either the Reclamation Act of 1902 (32 Stat. 388, 43 U.S.C. §371 et seq.), or the Reclamation Act of 1939 (53 Stat. 1193). The lands covered by repayment contracts within the Klamath Project are exclusively within Klamath Irrigation District (KID) and Tulelake Irrigation District (TID). In the event of a shortage, these contracts provide for the reduction and/or termination of deliveries to Warren Act contractors (discussed below) prior to the reduction in deliveries to KID or TID.</p>	1	Contract specifies a fixed amount of water
Settlement	<p>Settlement contracts describe agreements between the United States and water users with state water rights that were acquired independent, and prior to the filing, of Reclamation's notices and filings made in connection with the Project. Each of these agreements is unique and governed by the specific terms of the contract. The Van Brimmer Ditch Company (VBDC) contract, executed in 1909, is a settlement contract.</p>	2	Contract places a ceiling on the maximum amount of water which can be delivered
Warren Act	<p>Warren Act contracts include all contracts executed pursuant to the 1911 Warren Act (36 Stat. 925, 43 U.S.C. §§523-525), which provide for a supply of Project water that is secondary to the contractual rights of both settlement and repayment contractors. Consistent with the Warren Act, deliveries under these contracts are subject to being curtailed, if necessary, when there is an inadequate supply for lands covered by repayment and settlement contracts. The contract with the Klamath Drainage District is an example of a Warren Act contract. Many of the Warren Act contracts on the Project also expressly provide for a limited amount of water, such as a maximum of 2.0 or 2.5 AF per irrigable acre. These contracts also commonly include a limitation on the monthly rate of diversions (e.g., no more than 0.6 AF per irrigable acre per month). Such limitations apply independently of any restrictions that may exist under state law</p>	3	Beneficial use is the sole limitation on water deliveries

Klamath Water Contract Clauses Summary Table

LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SUPPLY/QUANTITY/DELIVERY	APPORTIONMENT	TERM, MODIFICATION, AMENDMENT	OTHER	INDEMNIFICATION	SHORTAGE
	14-06-200-3784	Klamath Irrigation District	11/29/1954	Repayment	9549.4	<p>Art. 1. The District will grant to KBID such temporary possession and control of Transferred Works as is necessary to enable their modification in accordance with the terms of the Klamath Project Extension Contract. Notwithstanding such grant, the District shall remain responsible for the care, operation, and maintenance of such Transferred Works under the terms and conditions provided in the Operations Contract.</p> <p>Art. 2. Obligations of KBID stated in the Klamath Project Extensions Contract with respect to care, operation, and maintenance of Project Works are to be performed by the District. Upon completion of construction of the Project Works the District will accept the transfer thereof for operation and maintenance and thereafter will care for, operate, and maintain them as Transferred Works on the term and conditions provided in the Operations Contract. The Project Works shall be Transferred Works and transferred property within the meaning of Articles 7 and 10, subdivision (c) of Article 13 and Article 21 of the Operations Contracts.</p> <p>Art. 4. Transfers "for care and operation and maintenance the real and personal property listed below..."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...the Adams and Miller Hill Pumping Plants[.] Art. 6. The District accepts the care, operation, and maintenance of the transferred works and 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....</p> <p>Art. 6. The District accepts the care, operation, and maintenance of the transferred works and 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....</p> <p>Art. 13. (a) The District shall take the water supply for the lands within the limits of the District ...to be served by the transferred works, at the headworks 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.</p> <p>(b) The District hereby assumes and agrees to carry out, during the term of this contract, to the satisfaction of the Secretary, all of the obligations imposed upon the United States by the contracts listed on Exhibit "A" for the carriage and delivery of water insofar as said</p>	None. Parties to whom KID delivers water may have priority terms in their own contracts with Reclamation.	Art. 13(b). The District hereby assumes and agrees to carry out, during the term of this contract, to the satisfaction of the Secretary, all of 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,... insofar as said contracts relate to the delivery and carriage of irrigation and drainage water through the transferred works.	Art. 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.	Art. 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.	Art. 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."
	14-06-200-3028A	Individual Contractor(s)	8/30/1966	Repayment	34.6	<p>Art. 1. Upon the terms and conditions set forth below the United States will provide irrigation water for delivery to and for beneficial use upon the irrigable lands of the Contractor described as follows: . . . Irrigable acres 34.60.</p> <p>Art. 2. Delivery of water to the Contractor's farm unit will be made through Klamath Project distribution facilities operated and maintained by Klamath Irrigation District. The contractor shall schedule all water to be delivered with Klamath Irrigation District and pay all assessed charges for operation and maintenance to the District or its successors in interest.</p>		Art. 8(a). The Secretary reserves the right to make, after consultation with the Contractor, such rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract		Art. 4. The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: (a) The quality of water to be diverted by the Contractor; (b) The control, carriage, handling, use, disposal, or distribution of said water outside the facilities being operated and maintained by the United States; (c) Claims of damage of any nature whatsoever, including, but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, distribution of said water outside of the hereinabove referred to ; and (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors unavoidable causes, operation, drought, or unavoidable causes.	Art. 4(d). The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: ... (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors in operation, drought, or unavoidable causes.
	14-06-200-3059A	Individual Contractor(s)	9/20/1966	Repayment	34.02	<p>Art. 1. Upon the terms and conditions set forth below the United States will provide irrigation water for delivery to and for beneficial use upon the irrigable lands of the Contractor described as follows: . . . Total irrigable acres 34.02</p> <p>Art. 2. Delivery of water to the Contractor's farm unit will be made through Klamath Project distribution facilities operated and maintained by Klamath Irrigation District. The contractor shall schedule all water to be delivered with Klamath Irrigation District and pay all assessed charges for operation and maintenance to the District or its successors in interest.</p>		Art. 8(a). The Secretary reserves the right to make, after consultation with the Contractor, such rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract		Art. 4. The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: (a) The quality of water to be diverted by the Contractor; (b) The control, carriage, handling, use, disposal, or distribution of said water outside the facilities being operated and maintained by the United States; (c) Claims of damage of any nature whatsoever, including, but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, distribution of said water outside of the hereinabove referred to ; and (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors unavoidable causes, operation, drought, or unavoidable causes.	Art. 4(d). The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: ... (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors in operation, drought, or unavoidable causes.

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Main Division	14-06-200-3072A	Individual Contractor(s)	9/26/1966	Repayment	99.25	<p>Art. 1. Upon the terms and conditions set forth below the United States will provide irrigation water for delivery to and for beneficial use upon the irrigable lands of the Contractor described as follows: . . . Total irrigable acres = 99.25</p> <p>Art. 2. Delivery of water to the Contractor's farm unit will be made through Klamath Project distribution facilities operated and maintained by Klamath Irrigation District. The contractor shall schedule all water to be delivered with Klamath Irrigation District and pay all assessed charges for operation and maintenance to the District or its successors in interest.</p>		<p>Art. 8(a). The Secretary reserves the right to make, after consultation with the Contractor, such rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract</p>		<p>Art. 4. The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: (a) The quality of water to be diverted by the Contractor; (b) The control, carriage, handling, use, disposal, or distribution of said water outside the facilities being operated and maintained by the United States; (c) Claims of damage of any nature whatsoever, including, but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, distribution of said water outside of the hereinabove referred to ; and (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors unavoidable causes, operation, drought, or unavoidable causes.</p>	<p>Art. 4(d). The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: ... (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors in operation, drought, or unavoidable causes.</p>
	14-06-200-5737A	Individual Contractor(s)	1/18/1972	Repayment	60.3	<p>Art. 1. Upon the terms and conditions set forth below the United States will provide irrigation water for delivery to and for beneficial use upon the irrigable lands of the Contractor described as follows: 54.0 Total irrigable acres</p> <p>Art. 2. Delivery of water to the Contractor's irrigable lands will be made through Klamath Project distribution facilities operated and maintained by Klamath Irrigation District. The contractor shall schedule all water to be delivered with Klamath Irrigation District and pay all assessed charges for operation and maintenance to the District or its successors in interest.</p>		<p>Art. 8(a). The Secretary reserves the right to make, after consultation with the Contractor, such rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract</p>		<p>Art. 4. The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: (a) The quality of water to be diverted by the Contractor; (b) The control, carriage, handling, use, disposal, or distribution of said water outside the facilities being operated and maintained by the United States; (c) Claims of damage of any nature whatsoever, including, but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, distribution of said water outside of the hereinabove referred to ; and (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors unavoidable causes, operation, drought, or unavoidable causes.</p>	<p>Art. 4(d). The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: ... (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors in operation, drought, or unavoidable causes.</p>
	14-06-200-5738A	Individual Contractor(s)	1/19/1972	Repayment	10	<p>Art. 1. Upon the terms and conditions set forth below the United States will provide irrigation water for delivery to and for beneficial use upon the irrigable lands of the Contractor described as follows: . . . 10.0 total irrigable acres</p> <p>Art. 2. Delivery of water to the Contractor's irrigable lands will be made through Klamath Project distribution facilities operated and maintained by Klamath Irrigation District. The contractor shall schedule all water to be delivered with Klamath Irrigation District and pay all assessed charges for operation and maintenance to the District or its successors in interest.</p>		<p>Art. 8(a). The Secretary reserves the right to make, after consultation with the Contractor, such rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract</p>		<p>Art. 4. The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: (a) The quality of water to be diverted by the Contractor; (b) The control, carriage, handling, use, disposal, or distribution of said water outside the facilities being operated and maintained by the United States; (c) Claims of damage of any nature whatsoever, including, but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, distribution of said water outside of the hereinabove referred to ; and (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors unavoidable causes, operation, drought, or unavoidable causes.</p>	<p>Art. 4(d). The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: ... (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors in operation, drought, or unavoidable causes.</p>

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	14-06-200-5736A	Individual Contractor(s)	1/20/1972	Repayment	74.9	<p>Art. 1. Upon the terms and conditions set forth below the United States will provide irrigation water for delivery to and for beneficial use upon the irrigable lands of the Contractor described as follows: . . . 74.9 Total irrigable acres</p> <p>Art. 2. Delivery of water to the Contractor's irrigable lands will be made through Klamath Project distribution facilities operated and maintained by Klamath Irrigation District.</p>		<p>Art. 8(a). The Secretary reserves the right to make, after consultation with the Contractor, such rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract</p>		<p>Art. 4. The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: (a) The quality of water to be diverted by the Contractor; (b) The control, carriage, handling, use, disposal, or distribution of said water outside the facilities being operated and maintained by the United States; (c) Claims of damage of any nature whatsoever, including, but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, distribution of said water outside of the hereinabove referred to ; and (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors unavoidable causes, operation, drought, or unavoidable causes.</p>	<p>Art. 4(d). The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: ... (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors in operation, drought, or unavoidable causes.</p>
	14-06-200-5735A	Individual Contractor(s)	2/3/1972	Repayment	54	<p>Art. 1. Upon the terms and conditions set forth below the United States will provide irrigation water for delivery to and for beneficial use upon the irrigable lands of the Contractor described as follows: . . . 54.0 Total irrigable acres</p> <p>Art. 2. Delivery of water to the Contractor's irrigable lands will be made through Klamath Project distribution facilities operated and maintained by Klamath Irrigation District. The contractor shall schedule all water to be delivered with Klamath Irrigation District and pay all assessed charges for operation and maintenance to the District or its successors in interest.</p>		<p>Art. 8. The Secretary reserves the right to make, after consultation with the Contractor, such rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract</p>		<p>Art. 4. The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: (a) The quality of water to be diverted by the Contractor; (b) The control, carriage, handling, use, disposal, or distribution of said water outside the facilities being operated and maintained by the United States; (c) Claims of damage of any nature whatsoever, including, but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, distribution of said water outside of the hereinabove referred to ; and (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors unavoidable causes, operation, drought, or unavoidable causes.</p>	<p>Art. 4(d). The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: ... (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors in operation, drought, or unavoidable causes.</p>
	14-06-200-7191A	Individual Contractor(s)	1/10/1973	Repayment	3.5	<p>Art. 1. Upon the terms and conditions set forth below the United States will provide irrigation water for delivery to and for beneficial use upon the irrigable lands of the Contractor described as follows: . . . 3.5 irrigable acres . . . Purchased from the Bureau of Reclamation in accordance with terms of contract 14-06-201-2317.</p> <p>Art. 2. Delivery of water to the Contractor's irrigable lands will be made through Klamath Project distribution facilities operated and maintained by Klamath Irrigation District. The contractor shall schedule all water to be delivered with Klamath Irrigation District and pay all assessed charges for operation and maintenance to the District or its successors in interest.</p>		<p>Art. 8. The Secretary reserves the right to make, after consultation with the Contractor, such rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract</p>		<p>Art. 4. The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: (a) The quality of water to be diverted by the Contractor; (b) The control, carriage, handling, use, disposal, or distribution of said water outside the facilities being operated and maintained by the United States; (c) Claims of damage of any nature whatsoever, including, but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, distribution of said water outside of the hereinabove referred to ; and (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors unavoidable causes, operation, drought, or unavoidable causes.</p>	<p>Art. 4(d). The United States assumes no responsibility for and neither it nor its officers, agents, or employees shall have any liability for or on account of: ... (d) Any damage whether direct or indirect arising out of or in any manner caused by a shortage of water whether such shortage be on account of errors in operation, drought, or unavoidable causes.</p>

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Tule Lake	14-06-200-5954	Tulelake Irrigation District	9/10/1956	Repayment	Specific acreage not stated quantitatively	<p>Article 7. ...the United States will transfer to the District the care, operation, and maintenance of [enumerated] project works and such real property used or useful for irrigation purposes of the District as may be specified in the transfer noticed provided . . .</p> <p>Art. 33 (a) The District shall have the right in perpetuity, subject to the terms of this contract and consistently with the 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 and the amount of water required for 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.</p> <p>Art. 33 (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[.]</p> <p>Art. 19. The District may enter into water rental agreements providing for the delivery of water from the transferred works to water user with the District other than those holding water rights or those having executed contracts with the United States or District....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.</p>	<p>Art. 33 (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 [Warren Act].</p> <p>Art. 33 (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.</p>		<p>Art. 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... 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.</p>	<p>Art. 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 cure, operation and maintenance of the transferred works after the effective date of transfer.</p>	<p>Art. 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....for any damage, direct or indirect, arising therefrom...</p>
	Ilr-971	Westside Improvement District No. 4 (Colonial Realty Co.)	10/20/1936	Warren Act	1190	<p>Art. 2. . . on October 20, 1936 patent was issued to the Contractor under the provisions of the Act of March 23, 1933 (48 Stat. 1295), entitled "An Act providing for an exchange of lands between the Colonial Realty Company and the United States and for other purpose," to the following described lands: . . . Total 1,190.</p> <p>Art. 4. ...the United States will furnish, out of such surplus water as may be available from the irrigation works of the said Klamath project and at such times during the irrigation season as surplus water may be so available, a water supply for the irrigation of the above described lands in an amount not exceeding 2.5AFA at the point of delivery hereinafter described, but in no event more water than is needed for beneficial use therein</p> <p>Art. 6 The water supply provided shall be measured and delivered at [the end of the J-1 lateral] at which point the said water supply shall be receive by the Contractor. The Contractor agrees at its own cost and expense ... [to convey the water to the point of use and construct, operate and maintain any necessary ditches, laterals]</p>	<p>Art. 4. "preserving a first right to lands and entrymen under the Klamath Project</p>	<p>Art. 15. The Secretary reserves the right, so far as the purport thereof may be consistent with the provisions of this contract, to make reasonable rules and regulations and to add to and modify them as may be deemed proper and necessary to carry out the true intent and meaning of the law and of this contract and any questions arising in connection with the operation of the project and the operations under this contract not expressly determined by the provisions of this contract may be determined and disposed of by the Secretary by means of suitable rules and regulations covering the same.</p>	<p>In Article 6. (a) of the 1956 TID contract, TID agreed to "perform... the obligations of the United States described [in the Colonial Realty contract].</p> <p>Art. 10. ...the water agreed to be furnished to the Contractor shall be for the purpose of distribution to individual water users by the said Contractor...[and] shall not be used otherwise as prescribed by law as to lands held in private ownership within government reclamation projects; that water shall not be furnished or delivered to any one landowner in excess of an amount sufficient to irrigate 160 acres...[and] shall be limited to an amount not exceeding 2.5 afa for 160 acres</p>	<p>Art. 7. ...Contractor will at its own expense and at its own risk construct, operate and maintain a dike, upon its own land, for the purpose of protecting the above described lands from inundation by the waters of Tule Lake Swamp.</p>	<p>Art. 13. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the water supply for the lands of the Contractor...in no event shall any liability accrue against the United States...for any damage direct or indirect...</p>

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LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SUPPLY/QUANTITY/DELIVERY	APPORTIONMENT	TERM, MODIFICATION, AMENDMENT	OTHER	INDEMNIFICATION	SHORTAGE
	Ilr-403	Pine Grove Improvement Dist.	12/21/1918	Warren Act	954	<p>Art. 1. The United States will impound, store or provide, and carry such excess water for use as hereinafter provided in full compliance with [the Warren Act], and will delivery said water through the Main Canal and East Branch Canal...[at a described location]</p> <p>Art. 2. The District shall receive said water at the point of delivery [at a turnout, and convey to its pumping plant and delivery to District lands].</p> <p>Art. 6. It is expressly understood and agreed that the amount of water to be delivered hereunder shall be 2-1/2 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 agree upon at the times and in the manner specified. Not more than 6 acre feet shall be delivered in any one month.</p> <p>Art. 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 specific to be delivered shall be supplied solely to the District lands within the limits of the District as not organized</p> <p>Art. 4 of 1936 Amendatory Contract amends Article 6 of original contract so that the amount of water to be delivered is 2.5 afa per acre of irrigable land during the usual irrigation season as established by the Klamath Project.</p>	No explicit apportionment term. However, Warren Act contract recitals refer to the United States "preserving a first right to the lands and entrymen under the Klamath Project"		<p>In Article 13(b) of the KID 1956 contract, KID agreed "to carry outall the obligations imposed by [this contract] for the carriage and delivery of water, insofar as [this contract] related to the delivery and carriage of irrigation water through the transferred works</p> <p>Art. 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 the 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.</p>		Art. 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.
	Ilr-399	Enterprise Irrigation Dist.	10/5/1920	Warren Act	2980.8	<p>Art. 1. The United States will carry such excess water for the use as hereinafter provided in full compliance with [section 2 of the Warren Act], and will delivery said water through the Main Canal of the Klamath project to the District [at a described point in the Main Canal].</p> <p>Art. 2 It is agreed that the District shall receive said water at the point of delivery hereinabove described and take the same from said Main Canal at said point by means of a turnout and said water shall be conducted from said turnout to the pumping plant of the District by a canal constructed by the District.</p> <p>Art. 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 the 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.</p> <p>Art. 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 specific to be delivered shall be supplied solely to the District lands within the limits of the District as not organized</p> <p>Art. 6. It is expressly understood and agreed that the amount of water to be delivered hereunder shall be 2-1/2 acre feet per acre of irrigable land during the usual irrigation season as established on said Klamath Project, being approximately that period between May1 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 agree upon at the times and in the manner specified. Not more than 6 acre feet shall be delivered in any one month.</p>	No explicit apportionment term. However, Warren Act contract recitals refer to the United States "preserving a first right to the lands and entrymen under the Klamath Project"				Art. 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.

Klamath Water Contract Clauses Summary Table

LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SUPPLY/QUANTITY/DELIVERY	APPORTIONMENT	TERM, MODIFICATION, AMENDMENT	OTHER	INDEMNIFICATION	SHORTAGE
	Ilr-174	Sunnyside Irrigation Dist.	10/24/1922	Warren Act	595	<p>Art. 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 . . . The water so delivered shall not exceed the amount that can be furnished, as determined by the Secretary . . . 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</p> <p>Art. 4 of 1936 Amendatory Contracts amends Article 5 to read, "The water delivered shall not exceed the amount that can be furnished, as determined by the Secretary...nor shall it exceed two and one-half (2 1/2) acre-feet per acre of irrigable land during the usual irrigation season as established on the Klamath Project...and in no event shall it exceed six-tenths) of an acre-foot of water per irrigable acre in any one month.."</p> <p>Art. 8. The District shall receive said irrigation water at the point of delivery above stated . . . 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 C Canal of the Klamath Project as herein provided for, and the beneficial application of the same to District lands.</p>	<p>Art 5. 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.</p>	<p>Art. 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.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water...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...for any damage, direct or indirect, arising therefrom . . . All losses or diminution of water by reason of seepage, expiration or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District</p>
	Ilr-195	Malin Irrigation Dist.	9/9/1992	Warren Act	3479.2	<p>Art. 5 The United States agree to enlarge the G and D canals of the Klamath Project so as to permit the delivery of water therefrom to 8500 irrigable acres of the District... Provided: That no expenditure shall be made by [by the U.S.] until [all 8500 acres are obligated to pay for enlargement and arrangement have been made for District to finance construction of pumping plants and distribution system.</p> <p>Art. 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 Adam or D Canal of the Klamath project . . . The water so delivered shall not exceed the amount that can be furnished, as determined by the Secretary . . . 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</p> <p>Art. 10. The District shall receive said irrigation water at the point of delivery above stated . . . 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 C Canal of the Klamath Project as herein provided for, and the beneficial application of the same to District lands.</p>	<p>Art 7. 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.</p>	<p>Art. 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.</p>	<p>In Article 13(b) of the KID 1956 contract, KID agreed "to carry outall the obligations imposed by [this contract] for the carriage and delivery of water, insofar as [this contract] related to the delivery and carriage of irrigation water through the transferred works."</p>		<p>Art. 11. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water...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...for any damage, direct or indirect, arising therefrom . . . All losses or diminution of water by reason of seepage, expiration or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District</p>
	Ilr-181	Shasta View Irrigation Dist.	10/6/1922	Warren Act	4067.2	<p>Art. 5 The United States agree to enlarge the G and D canals of the Klamath Project so as to permit the delivery of water therefrom to 8500 irrigable acres of the District... Provided: That no expenditure shall be made by [by the U.S.] until [all 8500 acres are obligated to pay for enlargement and arrangement have been made for District to finance construction of pumping plants and distribution system.</p> <p>Art. 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 Adam or D Canal of the Klamath Project . . . The water delivered shall not exceed the amount that can be furnished, as determined by the Secretary . . . 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</p> <p>Art. 10. The District shall receive said irrigation water at the point of delivery above stated . . . 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 C Canal of the Klamath Project as herein provided for, and the beneficial application of the same to District lands.</p>	<p>Art 7. 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.</p>	<p>Art. 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.</p>	<p>In Article 13(b) of the KID 1956 contract, KID agreed "to carry outall the obligations imposed by [this contract] for the carriage and delivery of water, insofar as [this contract] related to the delivery and carriage of irrigation water through the transferred works."</p> <p>Art. 29. ...the water furnished hereunder shall be used solely for the purposes of irrigation and domestic purposes.</p>		<p>Art. 11. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water...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...for any damage, direct or indirect, arising therefrom . . . All losses or diminution of water by reason of seepage, expiration or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District</p>
	Ilr-401	Individual Contractor(s)	8/23/1924	Warren Act	20	<p>Art. 5. The United States shall furnish each year to the Contractor during the irrigation season water from the Main Canal of the Klamath Project, including seepage and return flow, for the irrigation of 20 irrigable acres...</p> <p>The quantity to be furnished 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 two acre-feet per irrigable acre annually, measured at the pumping plant, which shall be the point of delivery of said water (not to exceed 2 af per irrigable acre)</p>	<p>No explicit provision. Warren Act contract and recitals refer to providing a supply of water to lands outside the project.</p>		<p>In Article 13(b) of the KID 1956 contract, KID agreed "to carry outall the obligations imposed by [this contract] for the carriage and delivery of water, insofar as [this contract] related to the delivery and carriage of irrigation water through the transferred works."</p>		<p>Art. 7. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water...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...for any damage, direct or indirect, arising therefrom . . . All losses or diminution of water by reason of seepage, expiration or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District</p>

Klamath Water Contract Clauses Summary Table

LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SUPPLY/QUANTITY/DELIVERY	APPORTIONMENT	TERM, MODIFICATION, AMENDMENT	OTHER	INDEMNIFICATION	SHORTAGE
	Ilr-143	Individual Contractor(s)	5/16/1927	Warren Act	52.9	<p>Art. 5. The United States shall furnish each year to the Contractor during the usual irrigation season water from the "C" Canal and deliver same to the Contractor at a turnout...for the irrigation of the land of the Contractor. (Total of 52.9 acre of irrigable land under a 13.5 foot pumping lift.) [2 afa but not to exceed .6 afa per irrigable acre in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water . . . and shall perform all acts required by law or custom in order to maintain his control over such water and to secure its lawful and proper diversion . . . and the beneficial application of the same to the land of the Contractor above described.</p>	<p>Art. 5. Provided, that all rights to the use and delivery of water acquired by the Contractor under this contract are inferior and subject to the prior rights reserved for the gravity lands of the Klamath Project</p>	<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water...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...for any damage, direct or indirect, arising therefrom . . . All losses or diminution of water by reason of seepage, expiration or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District</p>
	Ilr-144	Individual Contractor(s)	5/28/1927	Warren Act	139.5	<p>Art. 5. The United States shall furnish each year to the Contractor during the usual irrigation season water from the "C" Canal and deliver same to the Contractor at a turnout...for the irrigation of the land of the Contractor. (Total of 139.5 acre of irrigable land under a 13.5 foot pumping lift.) [2 afa but not to exceed .6 afa per irrigable acre in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the southwesterly side of "C" Canal in the NW1/4 SW1/4 of Section 28, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.. and the beneficial application of the same to the land of the Contractor above described.</p>	<p>Art. 5. Provided, that all rights to the use and delivery of water acquired by the Contractor under this contract are inferior and subject to the prior rights reserved for the gravity lands of the Klamath Project</p>	<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water...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...for any damage, direct or indirect, arising therefrom . . . All losses or diminution of water by reason of seepage, expiration or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District</p>
	Ilr-145	Individual Contractor(s)	5/18/1927	Warren Act	91.6	<p>Art. 5. The United States shall furnish each year to the Contractor during the usual irrigation season water from the G-3 lateral and deliver same to the Contractor at a turnout...for the irrigation of the land of the Contractor. (Total of 91.6 acre of irrigable land under a 32 foot pumping lift.)</p> <p>The quantity so delivered shall not exceed the amount that can be furnished as determined by the Secretary of the Interior . . . nor shall it exceed two acre-feet per acre of irrigable land during the usual irrigation season as established on the Klamath Project . . . and in no event shall it exceed 0.6 acre-feet of water per irrigable acre in any one month</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of the G-3 lateral in SW1/4 SE1/4 of Section 25, Township 40 South, Range 10 East, W.M., and shall at /his own expense convey the water to his pumping plant through a canal constructed by him.</p>	<p>Art. 5. Provided, that all rights to the use and delivery of water acquired by the Contractor under this contract are inferior and subject to the prior rights reserved for the gravity lands of the Klamath Project</p>	<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water...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...for any damage, direct or indirect, arising therefrom . . . All losses or diminution of water by reason of seepage, expiration or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District</p>
	Ilr-146	Individual Contractor(s)	5/21/1927	Warren Act	90.1	<p>Art. 5. The United States shall furnish each year to the Contractor during the usual irrigation season water from the G-3 lateral and deliver same to the Contractor at a turnout...for the irrigation of the land of the Contractor. (Total of 91.6 acre of irrigable land under a 32 foot pumping lift.) [2 afa but not to exceed .6 afa per irrigable acre in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of the G-3 lateral in the SW1/4 SE1/4 of Section 25, Township 40 S, Range 10 E, WM., and shall at /his own expense convey the water to his pumping plant through a canal constructed by him.</p>	<p>Art. 5. Provided, that all rights to the use and delivery of water acquired by the Contractor under this contract are inferior and subject to the prior rights reserved for the gravity lands of the Klamath Project</p>	<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water...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...for any damage, direct or indirect, arising therefrom . . . All losses or diminution of water by reason of seepage, expiration or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District</p>
	Ilr-147	Individual Contractor(s)	5/16/1927	Warren Act	47.8	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from C-4-n Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 47.8 acres of irrigable land under a 10-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of the C-4-n lateral in the SW1/4 SE1/4 of Section 25, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>	<p>Art. 5. Provided, that all rights to the use and delivery of water acquired by the Contractor under this contract are inferior and subject to the prior rights reserved for the gravity lands of the Klamath Project</p>	<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water...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...for any damage, direct or indirect, arising therefrom . . . All losses or diminution of water by reason of seepage, expiration or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District</p>
	Ilr-148	Individual Contractor(s)	5/27/1927	Warren Act	61.9	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from G-3 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 61.9 acres of irrigable land under a 10-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of the G-3 lateral in the SW1/4 SE1/4 of Section 25, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>	<p>Art. 5. Provided, that all rights to the use and delivery of water acquired by the Contractor under this contract are inferior and subject to the prior rights reserved for the gravity lands of the Klamath Project</p>	<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water...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...for any damage, direct or indirect, arising therefrom . . . All losses or diminution of water by reason of seepage, expiration or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District</p>

Klamath Water Contract Clauses Summary Table

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	Ilr-149	Individual Contractor(s)	5/20/1927	Warren Act	136.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the "D" Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 136.4 acres of irrigable land.) [2 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of the "D" Canal in the SW1/4 SE1/4 of Section 25, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him</p>	<p>Art. 5. Provided, that all rights to the use and delivery of water acquired by the Contractor under this contract are inferior and subject to the prior rights reserved for the gravity lands of the Klamath Project</p>	<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water...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...for any damage, direct or indirect, arising therefrom . . . All losses or diminution of water by reason of seepage, expiration or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District</p>
	Ilr-150	Individual Contractor(s)	5/24/1927	Warren Act	16	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the "B" Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 16 acres of irrigable land under a 16-foot pumping lift.) [2 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on northwesterly side of the "B" Canal in the NW1/4 NW1/4 of Section 20, Township 39 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>	<p>Art. 5. Provided, that all rights to the use and delivery of water acquired by the Contractor under this contract are inferior and subject to the prior rights reserved for the gravity lands of the Klamath Project</p>	<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water...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...for any damage, direct or indirect, arising therefrom . . . All losses or diminution of water by reason of seepage, expiration or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District</p>
	Ilr-151	Individual Contractor(s)	5/24/1927	Warren Act	60.2	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G-3 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 60.2 acres of irrigable land under a 32-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on north side of the G-3 lateral located on the SW1/4 SE1/4 of Section 25, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at times a shortage in the quantity of water...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...for any damage, direct or indirect, arising therefrom . . . All losses or diminution of water by reason of seepage, expiration or other causes after delivery thereof by the United States at the aforesaid point of delivery shall be borne by the District</p>
	Ilr-152	Individual Contractor(s)	5/24/1927	Warren Act	50.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G-5 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 50.4 acres of irrigable land under a 6-foot pumping lift.) [2 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on north side of the G-5 lateral located on the NW1/4 SE1/4 of Section 5, Township 41 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-155	Individual Contractor(s)	5/19/1927	Warren Act	133.5	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the "C" Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 133.5 acres of irrigable land under a 25-foot pumping lift.) [2 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on southwesterly side of the "C" Canal located on the NE1/4 SE1/4 of Section 29, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-156	Individual Contractor(s)	5/19/1927	Warren Act	45.1	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the "C" Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 45.1 acres of irrigable land under a 25-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on southwesterly side of the "C" Canal located on the NE1/4 SE1/4 of Section 29, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-157	Individual Contractor(s)	5/28/1927	Warren Act	57	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the "C" Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 57 acres of irrigable land under a 21.6-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on north side of the "C" Canal located on the SW1/4 SE1/4 of Section 26, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>

Klamath Water Contract Clauses Summary Table

LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SUPPLY/QUANTITY/DELIVERY	APPORTIONMENT	TERM, MODIFICATION, AMENDMENT	OTHER	INDEMNIFICATION	SHORTAGE
	Ilr-159	Individual Contractor(s)	5/26/1927	Warren Act	140.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the "D" Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 140.4 acres of irrigable land.) [2 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the "D" Canal located on the SW1/4 NW1/4 of Section 15, Township 41 S, Range 12 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-161	Individual Contractor(s)	6/11/1927	Warren Act	70.5	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the C-8-s Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 70.5 acres of irrigable land under a 10-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of C-8-s Lateral located on the SW1/4 NE1/4 of Section 14, Township 40 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-162	Individual Contractor(s)	6/14/1927	Warren Act	31.5	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G-3 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 31.5 acres of irrigable land under a 6-foot pumping lift.) [2 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of G-3 Lateral located on the NW1/4 SE1/4 of Section 5, Township 41 S, Range 11 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-163	Individual Contractor(s)	6/17/1927	Warren Act	80	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the C-4-h-2 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 80 acres of irrigable land under a 12-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located at the end of C-4-h-2 Lateral located on the SE1/4 EE1/4 of Section 6, Township 40 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-164	Individual Contractor(s)	6/11/1927	Warren Act	73.7	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the C-4-g Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 73.7 acres of irrigable land under a 12-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the east side of C-4-g Lateral located on the SW1/4 SE1/4 of Section 3, Township 40 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-165	Individual Contractor(s)	6/7/1927	Warren Act	30	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the "C" Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 30 acres of irrigable land under a 34-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the southwesterly side of "C" Canal located on the NE1/4 SW1/4 of Section 33, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-166	Individual Contractor(s)	6/9/1927	Warren Act	10	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the A-5 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 10 acres of irrigable land under a 20-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the south side of A-5 Lateral located on the SE1/4 NW1/4 of Section 14, Township 39 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>

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	Ilr-175	Individual Contractor(s)	6/22/1927	Warren Act	23.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the "D" Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 23 acres of irrigable land.) [2 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the "D" Canal located on the SW1/4 NW1/4 of Section 15, Township 41 S, Range 12 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-248	Individual Contractor(s)	11/30/1927	Warren Act	60.5	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the "G" Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 60.5 acres of irrigable land under a 30-foot pumping lift.) [2 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the northeasterly side of "G" Canal located on the SE1/4 NE1/4 of Section 6, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-304	Individual Contractor(s)	5/26/1928	Warren Act	45.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the "B" Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 45.4 acres of irrigable land under a 30-foot pumping lift.) [2 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water . . . and shall perform all acts required by law or custom in order to maintain his control over such water and to secure its lawful and proper diversion . . . and the beneficial application of the same to the land of the Contractor above described.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-316	Individual Contractor(s)	6/6/1928	Warren Act	141.1	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the "B" Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 141.1 acres of irrigable land under a 30-foot pumping lift.) [2 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water . . . and shall perform all acts required by law or custom in order to maintain his control over such water and to secure its lawful and proper diversion . . . and the beneficial application of the same to the land of the Contractor above described.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-328	Individual Contractor(s)	6/15/1928	Warren Act	56	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the F-1 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 56 acres of irrigable land under a 34.5-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the south side of F-1 Lateral located on the NW1/4 NE1/4 of Section 33, Township 39 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-329	Individual Contractor(s)	6/8/1928	Warren Act	1.6	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the "B" Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 1.6 acres of irrigable land under a 30-foot pumping lift.) [2 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water . . . and shall perform all acts required by law or custom in order to maintain his control over such water and to secure its lawful and proper diversion . . . and the beneficial application of the same to the land of the Contractor above described.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-337	Individual Contractor(s)	7/7/1928	Warren Act	28.8	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the C-4-k Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 28.8 acres of irrigable land under a 16.6-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the westerly side of C-4-K Lateral located on the NW1/4 NE1/4 of Section 28, Township 39 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>

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	Ilr-531	Individual Contractor(s)	2/13/1929	Warren Act	25.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the C-4-f Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 25.4 acres of irrigable land under a 12-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the westerly side of C-4-f Lateral located on the NE1/4 NE1/4 of Section 10, Township 40 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	Ilr-582	Individual Contractor(s)	11/9/1929	Warren Act	63	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the E Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 63 acres of irrigable land under a 25-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the westerly side of E Canal located on the SW1/4 NE1/4 of Section 11, Township 39 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	l8r-374	Individual Contractor(s)	12/18/1930	Warren Act	105.3	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the C Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 105.3 acres of irrigable land under a 15-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C Canal located on the NW1/4 SW1/4 of Section 1, Township 40 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	l8r-375	Individual Contractor(s)	12/15/1930	Warren Act	55.5	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the C Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 55.5acres of irrigable land under a 15-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C Canal located on the NW1/4 NE1/4 of Section 5, Township 41 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	l8r-376	Individual Contractor(s)	12/15/1930	Warren Act	25.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the C Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 25.4 acres of irrigable land under a 32-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C Canal located on the NW1/4 NE1/4 of Section 5, Township 41 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	l8r-377	Individual Contractor(s)	12/15/1930	Warren Act	20.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the C Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 20.4 acres of irrigable land under a 32-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C Canal located on the NW1/4 NE1/4 of Section 5, Township 41 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	l8r-384	Individual Contractor(s)	2/24/1931	Warren Act	20.7	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the C Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 20.7 acres of irrigable land under a 7-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C Canal located on the NW1/4 NE1/4 of Section 29, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>

Klamath Water Contract Clauses Summary Table

LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SUPPLY/QUANTITY/DELIVERY	APPORTIONMENT	TERM, MODIFICATION, AMENDMENT	OTHER	INDEMNIFICATION	SHORTAGE
Pumping Division	I8r-414	Individual Contractor(s)	5/15/1931	Warren Act	60	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 60 acres of irrigable land under a 20-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the G Lateral located on the SW1/4 SE1/4 of Section 32, Township 40 S, Range 11 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,
	I8r-415	Individual Contractor(s)	5/16/1931	Warren Act	11.2	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G-5 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 11.2 acres of irrigable land under a 20-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the G-5 Lateral located on the SW1/4 SW1/4 of Section 32, Township 40 S, Range 11 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,
	I8r-416	Individual Contractor(s)	5/16/1931	Warren Act	29.4	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G-3 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 29.4 acres of irrigable land under a 20-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the G-3 Lateral located on the SW1/4 SW1/4 of Section 32, Township 40 S, Range 11 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,
	I8r-418	Individual Contractor(s)	5/16/1931	Warren Act	39.2	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G-3 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 39.2 acres of irrigable land under a 20-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the G-3 Lateral located on the SW1/4 SW1/4 of Section 32, Township 40 S, Range 11 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,
	I8r-419	Individual Contractor(s)	5/16/1931	Warren Act	113.2	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G-3 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 113.2 acres of irrigable land under a 20-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the G-3 Lateral located on the SE1/4 SW1/4 of Section 32, Township 40 S, Range 11 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,
	I8r-420	Individual Contractor(s)	6/1/1931	Warren Act	23.5	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G-3 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 23.5 acres of irrigable land under a 20-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the G-3 Lateral located on the SW1/4 SW1/4 of Section 32, Township 40 S, Range 11 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,
	I8r-421	Individual Contractor(s)	5/29/1931	Warren Act	40.1	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G-3 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 40.1 acres of irrigable land under a 20-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the G-3 Lateral located on the SW1/4 SW1/4 of Section 32, Township 40 S, Range 11 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,

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	I8r-426	Individual Contractor(s)	6/17/1931	Warren Act	73	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G-3 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 73 irrigable acres.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the G-3 Lateral located on the SW1/4 SW1/4 of Section 32, Township 40 S, Range 11 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-508	Individual Contractor(s)	7/7/1931	Warren Act	17.7	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 17.7 irrigable acres, under a 16-foot pumping lift.) [2 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the G Canal located in Lot 3 of Section 8, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-510	Individual Contractor(s)	12/26/1931	Warren Act	30.1	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 30.1 irrigable acres, under a 30-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the G Canal located in Lot 9 of Section 17, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-511	Individual Contractor(s)	12/26/1931	Warren Act	79.7	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the C Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 79.7 irrigable acres, under a 14-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C Canal located in the NE 1/4 NW1/4 of Section 12, Township 40 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-549	Individual Contractor(s)	6/20/1932	Warren Act	13.8	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 13.8 irrigable acres, under a 27-foot pumping lift.) [2 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the G Canal located in Lot 3 of Section 8, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-592	Individual Contractor(s)	6/14/1933	Warren Act	34.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the D Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 34.4 irrigable acres, under a 7-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the northerly side of D Canal in the NW1/4 SW1/4, Section 2, Township 41 S, Range 11 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-626	Individual Contractor(s)	5/15/1934	Warren Act	38.8	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the G-3 Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 38.8 irrigable acres, under a 12-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of G-3 Lateral in the NW1/4 NW1/4, Section 31, Township 40 S, Range 11 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>

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	I8r-630	Individual Contractor(s)	5/16/1934	Warren Act	3.3	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the E Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 3.3 irrigable acres, under a 6-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located in the SE1/4 NW1/4, Section 20, Township 59 S, Range 11 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,
	I8r-631	Individual Contractor(s)	5/23/1934	Warren Act	17.9	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the A-3-K Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 17.9 irrigable acres, under a 9.5-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the A-3-K Lateral located in Lot 2 of Section 16, Township 39 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,
	I8r-633	Individual Contractor(s)	7/23/1934	Warren Act	9	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the C-4-K Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 9 irrigable acres, under a 20-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C-4-K Lateral in the SW1/4 SW1/4 of Section 28, Township 39 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,
	I8r-675	Individual Contractor(s)	12/18/1935	Warren Act	66.3	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 66.3 irrigable acres, under a 21-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C-4-K Lateral in the SW1/4 NE1/4 of Section 19, Township 40 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,
	I8r-676	Individual Contractor(s)	12/19/1935	Warren Act	15.5	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the C-4E Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 15.5 irrigable acres, under a 20-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C-4-E Lateral in the NW1/4 SE1/4 of Section 28, Township 39 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,
	I8r-677	Individual Contractor(s)	12/28/1935	Warren Act	17.8	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 17.8 irrigable acres, under a 15.5-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the B Canal in the SE1/4 NW1/4 of Section 12, Township 39 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,
	I8r-685	Individual Contractor(s)	12/28/1935	Warren Act	37.3	Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 37.3 irrigable acres, under a 16-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.] Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C-4 Lateral in the SW1/4 SW1/4 of Section 34, Township 39 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.		Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.			Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,

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LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SUPPLY/QUANTITY/DELIVERY	APPORTIONMENT	TERM, MODIFICATION, AMENDMENT	OTHER	INDEMNIFICATION	SHORTAGE
	I8r-688	Individual Contractor(s)	1/16/1936	Warren Act	51	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 51 irrigable acres, under a 19.5-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the B Canal in the SW1/4 SW1/4 of Section 17, Township 39 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-689	Individual Contractor(s)	1/16/1936	Warren Act	155.9	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 155.9 irrigable acres, under a 46.4-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water . . . and shall perform all acts required by law or custom in order to maintain his control over such water and to secure its lawful and proper diversion . . . and the beneficial application of the same to the land of the Contractor above described.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-696	Individual Contractor(s)	5/11/1936	Warren Act	41	<p>Art. 5. The United States shall furnish each year to the Contractor during the usual irrigation season water from F Canal and deliver same to the Contractor at a turnout...for the irrigation of the land of the Contractor. (Total of 41.0 acres of irrigable land) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water . . . and shall perform all acts required by law or custom in order to maintain his control over such water and to secure its lawful and proper diversion . . . and the beneficial application of the same to the land of the Contractor above described.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-701	Individual Contractor(s)	6/22/1936	Warren Act	33.7	<p>Art. 5. The United States shall furnish each year to the Contractor during the usual irrigation season water from the "G" Canal and deliver same to the Contractor at a turnout...for the irrigation of the land of the Contractor. (Total of 33.7 acres of irrigable land) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water . . . and shall perform all acts required by law or custom in order to maintain his control over such water and to secure its lawful and proper diversion . . . and the beneficial application of the same to the land of the Contractor above described.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-702	Individual Contractor(s)	6/23/1936	Warren Act	22.2	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 22.2 irrigable acres, under a 14-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C-4 Lateral in the NE1/4 NW1/4 of Section 2, Township 40 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-703	Individual Contractor(s)	6/26/1936	Warren Act	37	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 37 irrigable acres, under a 14-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C-4 Lateral in the NE1/4 NW1/4 of Section 2, Township 40 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-704	Individual Contractor(s)	6/29/1936	Warren Act	10.2	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 10.2 irrigable acres, under a 8-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C-d-f Lateral in the SW1/4 NW1/4 of Section 11, Township 40 S, Range 9 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>

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	I8r-705	Individual Contractor(s)	7/2/1936	Warren Act	71.6	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 71.6 irrigable acres, under a 25-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C Canal in the NW1/4 NW1/4 of Section 3, Township 41 S, Range 10 E, WM., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-793	Individual Contractor(s)	11/28/1936	Warren Act	31.2	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 31.2 irrigable acres, under a 18-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the F Canal located in Lot 9, Section 4, Township. 40 S, Range 11 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-818	Individual Contractor(s)	5/28/1937	Warren Act	36	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 36 irrigable acres, under a 8-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the F-8 Lateral located in Lot 1, Section 2, Township. 40 S, Range 11 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-820	Individual Contractor(s)	5/28/1937	Warren Act	22.9	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 22.9 irrigable acres, under a 34.5-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the F-1 Canal located in NW1/4 NE1/4, Section 33, Township 39 S, Range 10 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-821	Individual Contractor(s)	5/28/1937	Warren Act	45.5	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 45.5 irrigable acres, under a 10-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the F Canal located in NE1/4 SW1/4, Section 29, Township 39 S, Range 11.5 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-823	Individual Contractor(s)	6/12/1937	Warren Act	35.6	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 35.6 irrigable acres, under a 17-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C Canal located in NE1/4 SW1/4, Section 12, Township 40 S, Range 9 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-824	Individual Contractor(s)	6/18/1937	Warren Act	68.3	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 68.3 irrigable acres, under a 12.5-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C Canal located in SE1/4 NE1/4, Section 29, Township 40 S, Range 10 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>

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	I8r-829	Individual Contractor(s)	8/5/1937	Warren Act	36.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 36.4 irrigable acres, under a 27-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the E Canal located in SE1/4 NE1/4, Section 21, Township 39 S, Range 11.5 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-830	Individual Contractor(s)	8/5/1937	Warren Act	15.2	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 15.2 irrigable acres, under a 8-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C Canal located in NE1/4 SW1/4, Section 1, Township 40 S, Range 9 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-848	Individual Contractor(s)	3/5/1938	Warren Act	29	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 29 irrigable acres, under a 11-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 8. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the F-8 Lateral located in the Lot 3, Section 2, Township 40 S, Range 11 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 17. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 9. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-864	Individual Contractor(s)	6/21/1938	Warren Act	139.5	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 139.5 irrigable acres, under a 23-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C-4-h-2 Lateral located in the NW1/4 SW1/4, Section 9, Township 40 S, Range 9 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-865	Individual Contractor(s)	6/21/1938	Warren Act	23.8	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 23.8 irrigable acres, under a 26.5-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C-4-h Lateral located in the NE1/4 NE1/4, Section 16, Township 40 S, Range 9 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-866	Individual Contractor(s)	6/21/1938	Warren Act	6.9	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 6.9 irrigable acres, under a 4-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C-4-1 Lateral located in the NW1/4 NW1/4, Section 4, Township 40 S, Range 9 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	I8r-867	Individual Contractor(s)	6/21/1938	Warren Act	21.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 21.4 irrigable acres, under a 16-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the D Canal located in the NW1/4 NE1/4, Section 2, Township 41 S, Range 11 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>

Klamath Water Contract Clauses Summary Table

LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SUPPLY/QUANTITY/DELIVERY	APPORTIONMENT	TERM, MODIFICATION, AMENDMENT	OTHER	INDEMNIFICATION	SHORTAGE
	18r-896	Individual Contractor(s)	3/10/1940	Warren Act	28	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 28 irrigable acres, under a 17-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C Canal located in the NE1/4 NW1/4, Section 12, Township 40 S, Range 9 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	18r-927	Individual Contractor(s)	1/30/1940	Warren Act	16.5	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 16.5 irrigable acres, under a 12-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C Canal located in the SW1/4 SE1/4, Section 12, Township 40 S, Range 9 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	18r-930	Individual Contractor(s)	3/5/1940	Warren Act	48.7	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 48.7 irrigable acres, under a 22.5-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the C-4-C Lateral located in the NW1/4 NE1/4, Section 11, Township 40 S, Range 9 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	18r-931	Individual Contractor(s)	3/5/1940	Warren Act	9.9	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 9.9 irrigable acres, under a 37-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the E Canal located in Lot 2 of Section 21, Township 39 S, Range 11.5 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	18r-937	Individual Contractor(s)	3/27/1940	Warren Act	65.9	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 65.9 irrigable acres, under a 73.5-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the E Canal located in the SE1/4 SE1/4 of Section 4, Township 41 S, Range 11 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	18r-938	Individual Contractor(s)	4/12/1940	Warren Act	123.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 123.4 irrigable acres, under a 73.5-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the E Canal located in the SE1/4 SE1/4 of Section 4, Township 41 S, Range 11 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	18r-939	Individual Contractor(s)	4/16/1940	Warren Act	95	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 95 irrigable acres, under a 30.6-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the F Canal located in Lot 3 of Section 4, Township 40 S, Range 11 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>

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	18r-940	Individual Contractor(s)	4/18/1940	Warren Act	48.3	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 48.3 irrigable acres, under a 7-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the D Canal located in the NW1/4 SE1/4, Section 3, Township 41 S, Range 11 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	184-941	Individual Contractor(s)	4/22/1940	Warren Act	30.1	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 30.1 irrigable acres, under a 6-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of the G-3 Lateral located in the NW1/4 SE1/4, Section 5, Township 41 S, Range 11 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	18r-943	Individual Contractor(s)	4/24/1940	Warren Act	50.5	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 50.5 irrigable acres, under a 4.5-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of the G Canal located in the NW1/4 SW1/4, Section 5, Township 40 S, Range 10 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	18r-946	Individual Contractor(s)	5/17/1940	Warren Act	30.6	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 30.6 irrigable acres, under a 15.4-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of the F Canal located in the NE1/4 NE1/4, Section 32, Township 39 S, Range 11.5 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	18r-947	Individual Contractor(s)	6/14/1940	Warren Act	85.6	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 85.6 irrigable acres, under a 26-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of the C-4 Lateral located in the SW1/4 SE1/4, Section 34, Township 39 S, Range 9 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	18r-977	Individual Contractor(s)	6/24/1941	Warren Act	6.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 6.4 irrigable acres, under a 28.6-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of the C-4 Lateral located in the SW1/4 SE1/4, Section 34, Township 39 S, Range 9 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	18r-1035	Individual Contractor(s)	3/10/1942	Warren Act	13	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 13 irrigable acres, under a 56-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the north side of the G Canal located in the NW1/4 SE1/4, Section 8, Township 40 S, Range 10 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>

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	18r-1066	Individual Contractor(s)	3/26/1943	Warren Act	20.3	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Lateral and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 20.3 irrigable acres.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the westerly side of the C-4-E Lateral located on the NW1/4 SE1/4, Section 8, Township 40 S, Range 10 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	18r-1085	Individual Contractor(s)	5/10/1944	Warren Act	20.4	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 20.4 irrigable acres under a 29-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the westerly side of the F Canal located on the NW1/4 NE1/4, Section 38, Township 59 S, Range 11.5 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	18r-1088	Individual Contractor(s)	6/1/1944	Warren Act	153.1	<p>Art. 5. The United States shall furnish each year to the Contractor, during the usual irrigation season, water from the Canal and deliver same to the Contractor at or near a turnout...for the irrigation of the lands of the Contractor. (Total of 153.1 irrigable acres under a 30-foot pumping lift.) [2.5 afa but not to exceed .6 afa in any one month.]</p> <p>Art. 9. The Contractor shall receive said irrigation water at the point of delivery by means of a turnout located on the westerly side of the C Canal located on the SW1/4 SW1/4, Section 20, Township 40 S, Range 10 E, W.M., and shall at his own expense convey the water to his pumping plant through a canal constructed by him.</p>		<p>Art. 18. There is reserved to the Secretary of the Interior the right to make regulations and 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 the contract shall be carried into full effect.</p>			<p>Art. 10. On account of drought, inaccuracy in distribution or other cause, there may occur at time a shortage in the quantity of water provided for herein...in no event shall any liability accrue against the United States...for any damage, direct or indirect,</p>
	14-06-200-41A	Klamath Basin Improvement Dist.	4/25/1962	Warren Act	10282.4	<p>Art. 2 (a) Upon completion of the [Enlarged] Project [works], ... the United States will deliver or cause to be delivered to the District each year surplus water [not to exceed 3.6 afa] per irrigable acre (District has 9,239 irrigable acres-pg. 50 of 1962 contract). Such water will be delivered at such points as may be agreed upon by the District and Klamath Irrigation District with the approval of the Contracting Officer, or...</p> <p>Note: Art. 1(j) defines "surplus water" as "water available from the Klamath Project in excess of that required to meet the prior rights of lands and entrymen under the Klamath Project.</p> <p>Art. 6. ...water made available hereunder shall not be delivered to more than 160 irrigable acres held in the beneficial ownership of any single person...or to more than 320 irrigable acres held in the beneficial ownership of husband and wife jointly...</p> <p>Art. 8. (a) To the extent that funds therefore may now or hereafter be available pursuant to the terms of this contract, the District shall, on its own account or by contract or contracts, construct the Project substantially in accordance with the plan set forth in the proposal of the District subject to such modification or changes as may be agreed upon...</p> <p>Art. 10 (d) The United States hereby authorizes the District to construct the Enlarged Works on the term and conditions stated in this contract. The Enlarged Works shall be and remain the property of the United States and part of its Klamath Project.</p> <p>Art. 17. (a) the District will be responsible for the care, operation, and maintenance of the Project Works during the performance of the work under this contract. After completion of such work, the Project Works shall be cared for, operated, and maintained without cost or expense to the United States.</p> <p>Art. 18. (a) If, in the opinion of the Contracting Officer, the District shall have failed at any time of from time to time comply substantially with any provision of this contract, or the Klamath Irrigation District shall have failed at any time to comply substantially with any provision of its contract with the District and the United States...the United States may take over the care, operation, and maintenance...</p>	<p>Art. 4. In any year in which there may occur a shortage from any cause, the United States reserves the right to apportion the available surplus water supply among the District and others entitled, under existing and future contracts made pursuant to the Warren Act, to receive water from the Klamath Project.</p>		<p>Art. 5. The District agrees that water furnished to it by the United States...will not be delivered or furnished by the District for any purpose other than irrigation and domestic purposes incidental thereto, including the watering of livestock on lands included within the District</p>	<p>Art. 2. (b) The United States shall not be responsible for the control, handling, carriage, use, disposal, or distribution of water which is furnished at the delivery points established pursuant to subdivision (a) of this article nor for claim of damage of any nature whatsoever including, but not limited to, property damage, personal injury or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water beyond such delivery points.</p>	<p>Art. 4. On account of drought, inaccuracy in distribution, or other cause, there may occur at times a shortage in the quantity of water that is available for delivery hereunder and in no event shall liability accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect...</p>

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Upper Lost River	14-06-200-6636	Horsefly Irrigation Dist.	9/16/1957	Warren Act	9842.8	<p>Art. 2. The United States recognizes that the aforesaid contracts entitle the District to a constant flow of fifty-nine (59) cubic feet per second from Lost River within the boundary of the District, at or be low Bonanza Springs, during the irrigation season each year, for irrigation of not to exceed five thousand nine hundred (5,900) acres.</p> <p>Art. 3. The United States recognizes that the aforesaid contracts entitle the District to the annual use of four thousand two hundred (4,200) acre-feet of water from Clear Lake Reservoir for irrigation of two thousand one hundred (2,100) acres.</p> <p>Art. 4. The District shall be entitled to divert from Lost River three thousand six hundred eighty-five and six-tenths (3,685.6) acre-feet of water annually and may use that water for the irrigation of one thousand eight hundred forty-two and eight-tenths (1,842.8) acres of land in the District.</p> <p>Art. 7. The obligation of the United States to furnish water under this end previous contract shall not exceed the quantities specified and in no event shall such quantities exceed the requirements of beneficial use.</p> <p>Art. 12. The District shall be entitled to use all return flows originating from lands of the District so long as such flows remain within the boundaries of the District.</p>	<p>Art. 5. When and to the extent that water can be made available in Lost River without infringing upon water rights which are senior to those granted by the aforesaid contracts and this contract, the water supply described in Articles 3 and 4 shall be delivered in Lost River and measured at the boundary of the District</p>	<p>Art. 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.</p>		<p>Art. 10. The United States shall not be responsible for the control, carriage, handling, use, disposal, or distribution of water which may be furnished to the District hereunder, outside the facilities then being operated and maintained by the United States, nor for claim of damage of any nature whatsoever . . .</p>	<p>Art. 14. 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 damages, direct or indirect, arising therefrom and the payment to the United States provided for herein shall not be reduced because of any such shortages.</p>
	Ilr-112	Langell Valley Irrigation Dist.	11/9/1921	Warren Act	16299.7	<p>Art. 15. The United States hereby sells and conveys to the Langell Valley District for the sum of Seventy-eight Thousand One Hundred Twenty-five Dollars (\$78,125) the annual use of Twelve Thousand Five Hundred (12,500) acre-feet of water from Clear Lake Reservoir to be delivered in Lost River at the point of diversion herein specified, the same being Two (2) acre-feet of water per acre for approximately Six Thousand Two Hundred Fifty (6,250) acres of land within the District</p> <p>17. The Basis, the measure, and the limit of the right of the respective Districts to the use of the water herein provided for shall rest perpetually in the beneficial application of the same to the lands of the respective Districts, and the Districts shall cause said water to be put to beneficial use with due diligence in accordance with law.</p>				<p>Art. 29. The Districts will operate and maintain the 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 Districts will hold the United States and its assigns, officers, agents and employees harmless from any and all claims arising in connection therewith.</p>	<p>19. On account of drought or other cause there may occur at times a shortage in the water supply 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 for any damage direct or indirect arising therefrom, and the payments due hereunder shall not be reduced because of any such shortage.</p>
	175r-4363	Circle Five Ranch	9/5/1951	Warren Act	663.2	<p>Art. 6. During the period of March 1 to October 1 of each year, the United States will furnish to the Contractor...one acre foot of water per acre of land...if available during said period from natural flows of the Lost River...or a proportionate share of any lesser amount that may be available.</p> <p>Art. 7. During the period of May 1 to October 1 of each year, the United States will deliver to the Contractor...one and a half acre feet of water per acre of said lands[established rights]. Provided that...prior rights of LVID and HID to the water in Clear Lake. [Furthermore]no stored water will be released from Clear Lake...when the elevation of the water surface...is below 4,522.0.</p> <p>Art. 8. During the period March 1 to October 1 of each year, the United States will furnish...for the lands [described herein... other than those referred to in Articles 6 and 7, two and a half acre feet of water per acre. Provided that the delivery...of water shall be subject to prior rights of LVID and HID to the water in Clear Lake. [Furthermore]no stored water will be released from Clear Lake...when the elevation of the water surface...is below 4,522.0.</p>			<p>Art. 18. All rights of action for breach of this contract are reserved to the United States as provided in Section 3737 of the Revised Statues of the United States</p>	<p>Art. 10. The United States, its agents and employees, and, in the event that operation and maintenance of the Klamath Project, or the part of the Project including the Contractor's diversion point as described in Article 6 hereof is taken over by an organization of water users, such organization, its agents and employees, shall not be liable for failure of the water supply at the point of diversion described in Article 6 hereof owing to any cause beyond their control.</p>	
	175r-4364	John R. Anderson	11/9/1951	Warren Act	399.1	<p>Art. 6. During the period of March 1 to October 1 of each year, the United States will furnish to the Contractor...one acre foot of water per acre of land...if available during said period from natural flows of the Lost River...or a proportionate share of any lesser amount that may be available.</p> <p>Art. 7. During the period of May 1 to October 1 of each year, the United States will deliver to the Contractor...one and a half acre feet of water per acre of said lands[established rights]. Provided that...prior rights of LVID and HID to the water in Clear Lake. [Furthermore]no stored water will be released from Clear Lake...when the elevation of the water surface...is below 4,522.0.</p> <p>Art. 8. During the period March 1 to October 1 of each year, the United States will furnish...for the lands [described herein... other than those referred to in Articles 6 and 7, two and a half acre feet of water per acre. Provided that the delivery...of water shall be subject to prior rights of LVID and HID to the water in Clear Lake. [Furthermore]no stored water will be released from Clear Lake...when the elevation of the water surface...is below 4,522.0.</p>			<p>Art. 18. All rights of action for breach of this contract are reserved to the United States as provided in Section 3737 of the Revised Statues of the United States</p>	<p>Art. 10. The United States, its agents and employees, and, in the event that operation and maintenance of the Klamath Project, or the part of the Project including the Contractor's diversion point as described in Article 6 hereof is taken over by an organization of water users, such organization, its agents and employees, shall not be liable for failure of the water supply at the point of diversion described in Article 6 hereof owing to any cause beyond their control.</p>	

Klamath Water Contract Clauses Summary Table

LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SUPPLY/QUANTITY/DELIVERY	APPORTIONMENT	TERM, MODIFICATION, AMENDMENT	OTHER	INDEMNIFICATION	SHORTAGE
	175r-4365	Balin Farm Trust	12/21/1951	Warren Act	622.5	Art. 6. During the period of March 1 to October 1 of each year, the United States will furnish to the Contractor...one acre foot of water per acre of land...if available during said period from natural flows of the Lost River...or a proportionate share of any lesser amount that may be available. Art. 7. During the period of May 1 to October 1 of each year, the United States will deliver to the Contractor...one and a half acre feet of water per acre of said lands[established rights]. Provided that...prior rights of LVID and HID to the water in Clear Lake. [Furthermore]no stored water will be released from Clear Lake...when the elevation of the water surface...is below 4,522.0. Art. 8. During the period March 1 to October 1 of each year, the United States will furnish...for the lands [described herein... other than those referred to in Articles 6 and 7, two and a half acre feet of water per acre. Provided that the delivery...of water shall be subject to prior rights of LVID and HID to the water in Clear Lake. [Furthermore]no stored water will be released from Clear Lake...when the elevation of the water surface...is below 4,522.0.			Art. 18. All rights of action for breach of this contract are reserved to the United States as provided in Section 3737 of the Revised Statues of the United States	Art. 10. The United States, its agents and employees, and, in the event that operation and maintenance of the Klamath Project, or the part of the Project including the Contractor's diversion point as described in Article 6 hereof is taken over by an organization of water users, such organization, its agents and employees, shall not be liable for failure of the water supply at the point of diversion described in Article 6 hereof owing to any cause beyond their control.	
	175r-4366	Dennis C. Hitt	1/28/1952	Warren Act	117.5	Art. 6. During the period of March 1 to October 1 of each year, the United States will furnish to the Contractor...one acre foot of water per acre of land...if available during said period from natural flows of the Lost River...or a proportionate share of any lesser amount that may be available. Art. 7. During the period of May 1 to October 1 of each year, the United States will deliver to the Contractor...one and a half acre feet of water per acre of said lands[established rights]. Provided that...prior rights of LVID and HID to the water in Clear Lake. [Furthermore]no stored water will be released from Clear Lake...when the elevation of the water surface...is below 4,522.0. Art. 8. During the period March 1 to October 1 of each year, the United States will furnish...for the lands [described herein... other than those referred to in Articles 6 and 7, two and a half acre feet of water per acre. Provided that the delivery...of water shall be subject to prior rights of LVID and HID to the water in Clear Lake. [Furthermore]no stored water will be released from Clear Lake...when the elevation of the water surface...is below 4,522.0.			Art. 18. All rights of action for breach of this contract are reserved to the United States as provided in Section 3737 of the Revised Statues of the United States	Art. 10. The United States, its agents and employees, and, in the event that operation and maintenance of the Klamath Project, or the part of the Project including the Contractor's diversion point as described in Article 6 hereof is taken over by an organization of water users, such organization, its agents and employees, shall not be liable for failure of the water supply at the point of diversion described in Article 6 hereof owing to any cause beyond their control.	
	14-06-201-174	Poe Valley Improvement Dist.	7/20/1953	Warren Act	2636.1	Art. 1. The United States will furnish water for use as hereinafter provided, ...[to specified lands] and will deliver said water at such point along the reach of Lost River beginning at Harpold Dam.... Art. 3. When and to the extent that water is available in Lost River the maximum quantify of water the District will pump pursuant to this contract will only be as may be beneficially used upon the lands of the district. Art. 5. Water supplied under the terms of this contract shall be used of distribution by the District to the 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, and shall be used solely for the purposes of irrigation and domestic purposes incidental thereto.	Art. 2. The United States reserves a first right to the lands and entrymen on the Klamath Project of the water to be made available pursuant to the terms of this contract.	Art. 18. There is reserved to the Secretary or his duly authorized representative 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.	Art. 5. Water supplied under the terms of this contract shall be used of distribution by the District to the 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, and shall be used solely for the purposes of irrigation and domestic purposes incidental thereto.		Art. 11. The United States shall not be liable for failure to supply water under this contract caused by hostile diversion, drought, interruption of service made necessary by repairs, damages caused by floods, unlawful acts, or unavoidable accidents.
	18r-795	Individual Contractor(s)	2/26/1937	Warren Act	42	Art. 2. The Contractor proposes to irrigate 42 acres of land by utilized Klamath Project Water rights, by pumping water- available in variable and indefinite quantities- from the Los River at a point in Lot 5 of Section 7, Township 40 S, Range 10 E, W.M. for use upon said lands. Art. 4. The United States will permit the Contractor to pump water from Lost River . . . 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 hereafter, including the current year, if when and to the extent that said water is available in Lost River at said pump intake for use in the irrigation of the irrigable lands of the Contractor . . . The maximum quantity of water which the Contractor will pump pursuant to the provisions hereof will be such only as may be beneficially used upon said lands of the Contractor as herein described, and not exceeding forty two (42) acres. And such quantity as may be beneficially used upon said lands shall be determined by the Secretary of the Interior of the United States or his duly authorized agent, whose determination shall be conclusive as against the parties to this agreement.				Art. 5. The United States, its agents and employees, and/or the organization of water users in charge of the operation and maintenance of the Klamath project (or the portion of such project including the contractor's diversion point, irrigation works and lands as described in Art. 4 hereof), and the agents and employees of such organization shall not be liable for a failure of the water supply at said pumping source due to any cause.	Art. 5. The United States, its agents and employees, and/or the organization of water users in charge of the operation and maintenance of the Klamath project (or the portion of such project including the contractor's diversion point, irrigation works and lands as described in Art. 4 hereof), and the agents and employees of such organization shall not be liable for a failure of the water supply at said pumping source due to any cause.
	18r-919	Individual Contractor(s)	11/1/1939	Warren Act	137	Art. 3. The United States will permit the Contractor to pump water from the Lost River ... during the usual irrigation season as established by the Klamath Project...when and to the extent that said water is available in Lost River at said pump intake for use in the irrigation of the irrigable lands of the Contractor, 137 acres... The maximum quantity of water which the Contractor will pump pursuant to the provisions hereof will be such only as may be beneficially used upon said lands of the Contractor as herein described, and not exceeding one hundred thirty-seven (137) acres. And such quantity as may be beneficially used upon said lands shall be determined by the Secretary of the Interior of the United States or his duly authorized agent, whose determination shall be conclusive as against the parties to this agreement.					Art. 4. The United States shall not be liable for failure of water supply at said pumping source due to any cause.

Klamath Water Contract Clauses Summary Table

LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SUPPLY/QUANTITY/DELIVERY	APPORTIONMENT	TERM, MODIFICATION, AMENDMENT	OTHER	INDEMNIFICATION	SHORTAGE
	18r-957	Individual Contractor(s)	12/20/1940	Warren Act	150	Art. 3. The United States will permit the Contractor to pump water from the Lost River ... during the usual irrigation season as established by the Klamath Project...when and to the extent that said water is available in Lost River at mid intake for use in the irrigation of the irrigable lands of the Contractor, in all a total of 150 acres... The maximum quantity of water which the Contractor will pump pursuant to the provisions hereof will be such only as may be beneficially used upon said lands of the Contractor as herein described, and not exceeding 150 acres. And such quantity as may be beneficially used upon said lands shall be determined by the Secretary of the Interior of the United States or his duly authorized agent, whose determination shall be conclusive as against the parties to this agreement.					Art. 4. The United States shall not be liable for failure of water supply at said pumping source due to any cause.
	18r-958	Individual Contractor(s)	12/20/1940	Warren Act	55	Art. 4. The United States will permit the Contractor to pump water from the Lost River ... during the usual irrigation season as established by the Klamath Project...when and to the extent that said water is available in Lost River at said pump intake for use in the irrigation of 55 acres. The maximum quantity of water which the Contractor will pump pursuant to the provisions hereof will be such only as may be beneficially used upon said lands of the Contractor as herein described, and not exceeding 55 acres. And such quantity as may be beneficially used upon said lands shall be determined by the Secretary of the Interior of the United States or his duly authorized agent, whose determination shall be conclusive as against the parties to this agreement.					Art. 5. The United States, its agents and employees, and/or the organization of water users in charge of the operation and maintenance of the Klamath project (or the portion of such project including the contractor's diversion point, irrigation works and lands as described in Art. 4 hereof), and the agents and employees of such organization shall not be liable for a failure of the water supply at said pumping source due to any cause.
	18r-1168	Individual Contractor(s)	11/13/1947	Warren Act	131.8	Art. 4. The United States will permit the Contractor to pump water from the Lost River ... during the usual irrigation season as established by the Klamath Project...when and to the extent that said water is available in Lost River at said pump intake for use in the irrigation of 131.8 acres. The maximum quantity of water which the Contractor will pump pursuant to the provisions hereof will be such only as may be beneficially used upon said lands of the Contractor as herein described, and not exceeding 131.8 acres. And such quantity as may be beneficially used upon said lands shall be determined by the Secretary of the Interior of the United States or his duly authorized agent, whose determination shall be conclusive as against the parties to this agreement.					Art. 5. The United States shall not be liable for failure of water supply at said pumping source due to any cause.
	18r-1269	Individual Contractor(s)	1/24/1949	Warren Act	3.2	Art. 4. The United States grants to the Contractor the right to divert and use, as hereinafter provided, water made available in the operation of the Klamath Project and grants to the Contractor the right to pump such water from the Lost River... during the usual irrigation season as established on the Klamath Project...if and when said water is available in Lost River at said pump intake for use in the irrigation of 3.2 acres. Art. 5. (a) The amount of water to be diverted, and used under the provision of this agreement shall not exceed 2.5 afa....however in the event that the amount of water necessary for beneficial use on said lands...shall be less than 2.5 afa, the rights hereunder are limited to said lesser amount. (b) In the event the Contractor can make beneficial use on said lands of water in excess of 2.5 afa, such additional water, if available, in the opinion of the official in charge of the Klamath Project, may be diverted and used by the Contractor on written request....and the Contractor will be permitted to pump such additional water... Art. 7. The Contractor will (a) provide all things necessary to propel, measure, and convey the water...including all necessary rights of way over private lands, and a measuring device...	Art. 3. The United States, reserving a first right to the land and entrymen of the Klamath Project, desires to enter into a contract with the Contractor for the diversion and use of irrigation water, and granting to the Contractor the right to pump such water. Art. 6. All rights to divert, pump and use water acquired by the Contractor...are inferior and subject to any and all rights of the lands and entrymen of the Klamath Project.				Art. 8. The United States, its agents and employees, and, in the event that operation and maintenance of the Klamath Project, or the part of the project including the Contractor's diversion point... is taken over by an organization of water users, such organization, its agents and employees, shall not be liable for failure of the water supply at the point of diversion...owing to any cause
	18r-1065	Van Brimmer Ditch Co.	11/6/1909	Settlement	4589	Art. 2. It is understood and agreed that the United States and its assigns, will deliver to the Company during each and every irrigation season, there is from May first to October fifteenth of each year, quantity of water, not to exceed 50 second feet, in which the Company claims the right to the exclusive use to irrigate sufficiently [specified lands]. Art. 5. [U.S. will deliver water as early as April 15 upon notice]... The United States will deliver water at a point where the South Branch Canal of the irrigation system of the United States intersects the canal known as the "North Lateral" ... Art. 6. The United States also agrees to construct and install one turnout on each side of the said "South Branch Canal" at its intersection with the "North Lateral" of the system of the company, for delivery of water to the company which shall, however, remain the property of the United States and remain subject to its control and operations to reconstruct this said "North Lateral" south of the "South Branch Canal" ... Art. 14 [Alternative point of delivery if the United States is unable to deliver a sufficient quantity at the article 5 point of delivery.	Art. 4. In any year in which there may occur a shortage from any cause, the United States reserves the right to apportion the available surplus water supply among the District and others entitled, under existing and future contracts made pursuant to the Warren Act, to receive water from the Klamath Project. Art. 15 If it also understood and agreed that the United States hereby recognizes the right as existing in the Company to the perpetual use of fifty (50) second feet of water, according to the provisions herein set forth, subject, however, to any possible established priority to the use of				
	18r-1065a	Van Brimmer Ditch Co.	2/3/1943	Settlement	--	Art. 2. It is understood and agreed that the United States and its assigns, will deliver to the Company during each and every irrigation season, that is, from April fifteenth to October first of each year, a quantity of water, not to exceed fifth second-feet, in which the Company claims the right to the exclusive use, to irrigate sufficiently those certain pieces or parcels of land . . .					

Klamath Water Contract Clauses Summary Table

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Lower Lost River	18r-951	Individual Contractor(s)	8/2/1940	Warren Act	150	<p>Art. 4. The United States grants to the Contractor the right to divert and use, as hereinafter provided, water made available in the operation of the Klamath Project and grants to the Contractor the right to pump such water from the Lost River... during the usual irrigation season as established on the Klamath Project...if and when said water is available in Lost River at said pump intake for use in the irrigation of 150 acres.</p> <p>Art. 5. (a) The amount of water to be diverted, and used under the provision of this agreement shall not exceed 2.5 afa....however in the event that the amount of water necessary for beneficial use on said lands...shall be less than 2.5 afa, the rights hereunder are limited to said lesser amount. (b) In the event the Contractor can make beneficial use on said lands of water in excess of 2.5 afa, such additional water, if available, in the opinion of the official in charge of the Klamath Project, may be diverted and used by the Contractor on written request....and the Contractor will be permitted to pump such additional water...</p>	<p>Art. 3. The United States, reserving a first right to the land and entrymen of the Klamath Project, desires to enter into a contract with the Contractor for the diversion and use of irrigation water, and granting to the Contractor the right to pump such water.</p> <p>Art. 6. All rights to divert, pump and use water acquired by the Contractor...are inferior and subject to any and all rights of the lands and entrymen of the Klamath Project.</p>				<p>Art. 8. The United States, its agents and employees, and, in the event that operation and maintenance of the Klamath Project, or the part of the project including the Contractor's diversion point... is taken over by an organization of water users, such organization, its agents and employees, shall not be liable for failure of the water supply at the point of diversion...owing to any cause</p>
	18r-1204	Individual Contractor(s)	5/3/1948	Warren Act	147.8	<p>Art. 4. The United States grants to the Contractor the right to divert and use as hereinafter provided water made available in the operation of the Klamath Project and grants to the Contractor the right to pump such water... during the usual irrigation season as established on the Klamath Project...if and when said water is available in Lost River at said pump intake for use in the irrigation of 147.8 acres.</p> <p>Art. 5. (a) The amount of water to be diverted, and used under the provision of this agreement shall not exceed 2.5 afa....however in the event that the amount of water necessary for beneficial use on said lands...shall be less than 2.5 afa, the rights hereunder are limited to said lesser amount. (b) In the event the Contractor can make beneficial use on said lands of water in excess of 2.5 afa, such additional water, if available, in the opinion of the official in charge of the Klamath Project, may be diverted and used by the Contractor on written request....and the Contractor will be permitted to pump such additional water...</p> <p>Art. 7. The Contractor will (a) provide all things necessary to propel, measure, and convey the water...including all necessary rights of way over private lands, and a measuring device...</p>	<p>Art. 3. The United States, reserving a first right to the land and entrymen of the Klamath Project, desires to enter into a contract with the Contractor for the diversion and use of irrigation water, and granting to the Contractor the right to pump such water.</p> <p>Art. 6. All rights to divert, pump and use water acquired by the Contractor...are inferior and subject to any and all rights of the lands and entrymen of the Klamath Project.</p>				<p>Art. 8. The United States, its agents and employees, and, in the event that operation and maintenance of the Klamath Project, or the part of the project including the Contractor's diversion point... is taken over by an organization of water users, such organization, its agents and employees, shall not be liable for failure of the water supply at the point of diversion...owing to any cause</p>
	18r-1205	Individual Contractor(s)	5/3/1948	Warren Act	110	<p>Art. 4. The United States grants to the Contractor the right to divert and use, as hereinafter provided, water made available in the operation of the Klamath Project and grants to the Contractor the right to pump such water from the Lost River... during the usual irrigation season as established on the Klamath Project...if and when said water is available in Lost River at said pump intake for use in the irrigation of 110 acres.</p> <p>Art. 5. (a) The amount of water to be diverted, and used under the provision of this agreement shall not exceed 2.5 afa....however in the event that the amount of water necessary for beneficial use on said lands...shall be less than 2.5 afa, the rights hereunder are limited to said lesser amount. (b) In the event the Contractor can make beneficial use on said lands of water in excess of 2.5 afa, such additional water, if available, in the opinion of the official in charge of the Klamath Project, may be diverted and used by the Contractor on written request....and the Contractor will be permitted to pump such additional water...</p> <p>Art. 7. The Contractor will (a) provide all things necessary to propel, measure, and convey the water...including all necessary rights of way over private lands, and a measuring device...</p>	<p>Art. 3. The United States, reserving a first right to the land and entrymen of the Klamath Project, desires to enter into a contract with the Contractor for the diversion and use of irrigation water, and granting to the Contractor the right to pump such water.</p> <p>Art. 6. All rights to divert, pump and use water acquired by the Contractor...are inferior and subject to any and all rights of the lands and entrymen of the Klamath Project.</p>				<p>Art. 8. The United States, its agents and employees, and, in the event that operation and maintenance of the Klamath Project, or the part of the project including the Contractor's diversion point... is taken over by an organization of water users, such organization, its agents and employees, shall not be liable for failure of the water supply at the point of diversion...owing to any cause</p>
	18r-1206	Individual Contractor(s)	5/2/1948	Warren Act	135.5	<p>Art. 4. The United States grants to the Contractor the right to divert and use, as hereinafter provided, water made available in the operation of the Klamath Project and grants to the Contractor the right to pump such water from the Lost River... during the usual irrigation season as established on the Klamath Project...if and when said water is available in Lost River at said pump intake for use in the irrigation of 135.5acres.</p> <p>Art. 5. (a) The amount of water to be diverted, and used under the provision of this agreement shall not exceed 2.5 afa....however in the event that the amount of water necessary for beneficial use on said lands...shall be less than 2.5 afa, the rights hereunder are limited to said lesser amount. (b) In the event the Contractor can make beneficial use on said lands of water in excess of 2.5 afa, such additional water, if available, in the opinion of the official in charge of the Klamath Project, may be diverted and used by the Contractor on written request....and the Contractor will be permitted to pump such additional water...</p> <p>Art. 7. The Contractor will (a) provide all things necessary to propel, measure, and convey the water...including all necessary rights of way over private lands, and a measuring device...</p>	<p>Art. 3. The United States, reserving a first right to the land and entrymen of the Klamath Project, desires to enter into a contract with the Contractor for the diversion and use of irrigation water, and granting to the Contractor the right to pump such water.</p> <p>Art. 6. All rights to divert, pump and use water acquired by the Contractor...are inferior and subject to any and all rights of the lands and entrymen of the Klamath Project.</p>				<p>Art. 8. The United States, its agents and employees, and, in the event that operation and maintenance of the Klamath Project, or the part of the project including the Contractor's diversion point... is taken over by an organization of water users, such organization, its agents and employees, shall not be liable for failure of the water supply at the point of diversion...owing to any cause</p>

Klamath Water Contract Clauses Summary Table

LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SUPPLY/QUANTITY/DELIVERY	APPORTIONMENT	TERM, MODIFICATION, AMENDMENT	OTHER	INDEMNIFICATION	SHORTAGE
	l8r-1207	individual Contractor(s)	5/3/1948	Warren Act	237	<p>Art. 4. The United States grants to the Contractor the right to divert and use, as hereinafter provided, water made available in the operation of the Klamath Project and grants to the Contractor the right to pump such water from the Lost River... during the usual irrigation season as established on the Klamath Project...if and when said water is available in Lost River at said pump intake for use in the irrigation of 237 acres.</p> <p>Art. 5. (a) The amount of water to be diverted, and used under the provision of this agreement shall not exceed 2.5 afa....however in the event that the amount of water necessary for beneficial use on said lands...shall be less than 2.5 afa, the rights hereunder are limited to said lesser amount. (b) In the event the Contractor can make beneficial use on said lands of water in excess of 2.5 afa, such additional water, if available, in the opinion of the official in charge of the Klamath Project, may be diverted and used by the Contractor on written request....and the Contractor will be permitted to pump such additional water...</p> <p>Art. 7. The Contractor will (a) provide all things necessary to propel, measure, and convey the water...including all necessary rights of way over private lands, and a measuring device...</p>	<p>Art. 3. The United States, reserving a first right to the land and entrymen of the Klamath Project, desires to enter into a contract with the Contractor for the diversion and use of irrigation water, and granting to the Contractor the right to pump such water.</p> <p>Art. 6. All rights to divert, pump and use water acquired by the Contractor...are inferior and subject to any and all rights of the lands and entrymen of the Klamath Project.</p>				<p>Art. 8. The United States, its agents and employees, and, in the event that operation and maintenance of the Klamath Project, or the part of the project including the Contractor's diversion point... is taken over by an organization of water users, such organization, its agents and employees, shall not be liable for failure of the water supply at the point of diversion...owing to any cause</p>
	l8r-1208	Individual Contractor(s)	5/3/1948	Warren Act	136.5	<p>Art. 4. The United States grants to the Contractor the right to divert and use, as hereinafter provided, water made available in the operation of the Klamath Project and grants to the Contractor the right to pump such water from the Lost River... during the usual irrigation season as established on the Klamath Project...if and when said water is available in Lost River at said pump intake for use in the irrigation of 136.5 acres.</p> <p>Art. 5. (a) The amount of water to be diverted, and used under the provision of this agreement shall not exceed 2.5 afa....however in the event that the amount of water necessary for beneficial use on said lands...shall be less than 2.5 afa, the rights hereunder are limited to said lesser amount. (b) In the event the Contractor can make beneficial use on said lands of water in excess of 2.5 afa, such additional water, if available, in the opinion of the official in charge of the Klamath Project, may be diverted and used by the Contractor on written request....and the Contractor will be permitted to pump such additional water...</p> <p>Art. 7. The Contractor will (a) provide all things necessary to propel, measure, and convey the water...including all necessary rights of way over private lands, and a measuring device...</p>	<p>Art. 3. The United States, reserving a first right to the land and entrymen of the Klamath Project, desires to enter into a contract with the Contractor for the diversion and use of irrigation water, and granting to the Contractor the right to pump such water.</p> <p>Art. 6. All rights to divert, pump and use water acquired by the Contractor...are inferior and subject to any and all rights of the lands and entrymen of the Klamath Project.</p>				<p>Art. 8. The United States, its agents and employees, and, in the event that operation and maintenance of the Klamath Project, or the part of the project including the Contractor's diversion point... is taken over by an organization of water users, such organization, its agents and employees, shall not be liable for failure of the water supply at the point of diversion...owing to any cause</p>
	SC-7	Individual Contractor(s)	8/10/1921	Settlement	4193.74	<p>Art. 2. The United States hereby sells and conveys to the Contractors, as their respective interests may appear, the perpetual right to use sufficient water from Upper Klamath Lake, in Klamath County, Oregon, to irrigate the 4,193.74 acres of land in Klamath County, Oregon . . . also the perpetual rights to use said water for incidental domestic purposes; reserving, however, a first and prior right to all of the water of said lake for irrigation of the lands now or hereafter watered from the main canal of the Klamath Federal Irrigation Project. Beneficial use shall be the basis, the measure and the limit of the right hereby conveyed.</p> <p>Art. 3 It is understood and agreed that all cost connected with utilization by the Contractors of such water shall be born by the Contractors.</p>					<p>Art. 4. The United States shall not be liable for failures to impound, carry or deliver water caused by unavoidable delays in construction work or for insufficient supply of water, hostile diversions, droughts, court orders, interruptions of service necessitated by repairs, damages caused by floods or other acts of God, unlawful acts or unavoidable accidents.</p>
	SC-17	Individual Contractor(s)	6/30/1924	Settlement	1710	<p>Art. 2. The United States hereby sells and conveys to the Contractors...the perpetual right to use sufficient water from Upper Klamath Lake, in Klamath County, Oregon, to irrigate the 1710 acres of land in Klamath County...also the perpetual right to use said water for incidental domestic purposes; reserving, however, a first and prior right to all of the waters of said lake of irrigation of the lands now or hereafter watered from the main canal of the Klamath Federal Irrigation Project.</p> <p>Art. 3 It is understood and agreed that all cost connected with utilization by the Contractors of such water shall be born by the Contractors.</p>					<p>Art. 4. The United States shall not be liable for failures to impound, carry or deliver water caused by unavoidable delays in construction work or for insufficient supply of water, hostile diversions, droughts, court orders, interruptions of service necessitated by repairs, damages caused by floods or other acts of God, unlawful acts or unavoidable accidents.</p>
	l8r-814	A.M. Geary	4/21/1937	Warren Act	873.41	<p>Art. 7. The United States hereby recognizes the Contractor a perpetual right to use water in the Upper Klamath Lake in Klamath County, Oregon, for pumping at the cost of the Contractor in an amount sufficient for the irrigation of 873.41 acres of land, and incidental domestic purposes in connection with said land in said county...The rights here conveyed are subject and inferior to the rights of lands (to the waters of Upper Klamath Lake) now or hereafter irrigated from the main canal of the Klamath Project.</p> <p>Art. 8. It is understood and agreed that all cost connected with utilization by the Contractor of such water for the lands described in Exhibit A shall be borne by the Contractor.</p>			<p>The recitals explicit state that the Contractor claims that the water right under this contract is prior to water rights claimed for lands irrigated from the main canal of the Klamath Project, but this claim is disputed by the United States on the ground that no permit has been granted by the State of Oregon to the Contractor. The Contractor is willing to waive his claim of prior rights and accept in lieu thereof a junior right and to pay the United States .25 cents per acre on account of the improved availability and dependability of the water supply.</p>		<p>Art. 9. The United States shall not be liable for failure to impound, carry or deliver water caused by unfavorable delays in construction work or for insufficient supply of water, hostile diversions, droughts, court orders, interruption of service necessitated by repairs, damages caused by floods or other acts of God, unlawful acts or unavoidable accidents.</p>

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Upper Klamath Lake	I8r-983	McCornack, O'Loughlin, Oliver	3/6/1942	Settlement	499	<p>Art. 7. The United States hereby recognizes the Contractor a perpetual right to use water in the Upper Klamath Lake in Klamath County, Oregon, for pumping at the cost of the Contractor in an amount sufficient for the irrigation of 499 acres of land, and incidental domestic purposes in connection with said land...The rights here conveyed are subject and inferior to the rights of lands (to the waters of Upper Klamath Lake now or hereafter irrigated from canals and laterals of the Klamath Project.</p> <p>Art. 9. It is understood and agreed that all cost connected with utilization by the Contractor of such water...shall be borne by Contractor.</p>					<p>Art. 10. The United States shall not be liable for failure to impound, carry or deliver water caused by unfavorable delays in construction work or for insufficient supply of water, hostile diversions, droughts, court orders, interruption of service necessitated by repairs, damages caused by floods or other acts of God, unlawful acts or unavoidable accidents.</p>
	I8r-1396	Robert Wampler Individual Contractor(s)	6/8/1950; Terminated 4/19/2019	Warren Act	160						
	I8r-915	City of Klamath Falls, Oregon	6/26/1939	Warren Act	20	<p>Art. 3. The United States shall deliver in Upper Klamath Lake, for pumping and distribution to and upon the lands of the City...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor as herein described, and not exceeding 20.0 acres.</p> <p>Art. 4. The City will provide himself with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The City will install and maintain at his own expense.</p>					<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>
	I8r-1034	Individual Contractor(s)	2/4/1942	Warren Act	32.4	<p>Art. 3. The United States shall deliver in Upper Klamath Lake, for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor as herein described, and not exceeding 32.4 acres.</p> <p>Art. 4. The Contractor will provide himself with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense.</p>					<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>
	I8r-1146	Individual Contractor(s)	7/3/1946	Warren Act	40	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake, for pumping and distribution to and upon the lands of the Contractor... a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor as herein described, and not exceeding 40 acres.</p> <p>Art. 4. The Contractor will provide himself with such diversion and pumping equipment as in their judgment may be necessary to divert and distribute the water...</p>					<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>
	I8r-1147	Individual Contractor(s)	7/3/1946	Warren Act	142	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake, for pumping and distribution to and upon the lands of the Contractor... a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor as herein described, and not exceeding 142 acres.</p> <p>Art. 4. The Contractor will provide himself with such diversion and pumping equipment as in their judgment may be necessary to divert and distribute the water...</p>					<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>
	I8r-1070	Individual Contractor(s)	5/28/1943	Warren Act	233.13	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake, for pumping and distribution to and upon the lands of the Contractor... a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor as herein described, and not exceeding 233.13 acres.</p> <p>Art. 4. The Contractor will provide himself with such diversion and pumping equipment as in their judgment may be necessary to divert and distribute the water...</p>					<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>

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	Ilr-402	Klamath Drainage Dist.	11/30/1917	Warren Act	27500	<p>14 (a). The United States agrees that, subject to the provisions of the Warren Act, and particularly Section 2 thereof (emphasis added), it will deliver to the District during the irrigation season [April 15 through September 30] of each year at the gates installed in the railroad embankment near Ady, [property description], a supply of water out of storage in Upper Klamath Lake and from the natural flow of the Klamath River. The amount shall not exceed [beneficial use on 27,500 acres].</p> <p>(c). When requested by the District, and when approved by the officer of the United States in charge of the Klamath Project, any part of the water to which the District is entitled under this contract will be delivered to the District during the nonirrigation season.</p> <p>Art. 15. The District agrees to receive the water herein provided for at the point of delivery, to convey the same to the point of use,</p> <p>Art. 20(a) ...the District ... will operate and maintain its own irrigation system.</p> <p>Art. 28. (a) the United States has therefore installed gates in the so-called Klamath Strait, for the purpose of regulating flows of water into and out of the area within the District's boundaries and for other purposes. The right to operate these gates and works incidental thereto is vested in the United States.</p> <p>Art. 29. It is understood and agreed that the United States shall not be obligated to construct any portion of the system required for the irrigation or drainage of the lands within the District boundaries, nor to operate or maintain such works, not to expend any future sums toward the reclamation of these lands; nor does the United States assume any responsibility for the success of the reclamation of the lands within the boundaries of the District.</p>	<p>Art. 14(a). In the event of a shortage of water in any irrigation season there shall be a proration of the supply from the sources above named between the District and others supplied therefrom in a manner deemed equitable by the Secretary</p>		<p>Art. 4. (b) The water to be delivered under this contract shall be used only for irrigation and for domestic purposes incidental to such irrigation...Art.</p> <p>25. For the purpose of carrying water to and from lands in California for reclamation and related uses, the District hereby grants to the United States (i) the perpetual right and easement to use the enlarged South Canal, indicated on the attached Exhibit A., (ii) the right to enlarge and extend the South Canal, ...Provided, That the District shall at all times have a prior right to the use of the South Canal for an amount of water equal to the capacity of the canal prior to its enlargement by the United States...under the contract dated May 25, 1940.</p> <p>Art. 27 Until such time as the public lands within the District are opened to entry, the District shall furnish water for them, as required, from the water supply provided herein.</p> <p>Art. 28. (a). ... The right to operate [the gates at the Strait] and works incidental thereto is vested in the United States. Subject to the provisions of this article, [U.S. agrees to keep gates closed]. The gates will be opened, at the request of the District, when this is necessary in connection with the reclamation of lands within the District boundaries, or when this is determined to be necessary by the United States in connection with the reclamation and use of lands in California. (b) Complete control of gates in the Klamath Strait shall be and remain in the United States, but by the retention of such</p>		<p>Art. 24. On account of drought, canal breaks, inaccuracy in distribution or other causes, there may occur at times a shortage in the water supply for lands of the District, 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 damages, direct or indirect, arising therefrom...</p>
	l8r-942	Plevna Dist. Improvement Co.	4/1/1940	Warren Act	522.7	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake, for pumping and distribution to and upon the lands of the Contractor... a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor as herein described, and not exceeding 397.8 acres.</p>					<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>
	l8r-1171	Pioneer District Improvement Co.	12/1/1947	Warren Act	423.8	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake, for pumping and distribution to and upon the lands of the Contractor... a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor as herein described, and not exceeding 423.8 acres.</p>					<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>
	l75r-4416	Midland Dist. Improvement Co.	2/2/1952	Warren Act	581	<p>Art. 1. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake, for pumping and distribution to and upon the lands of the Contractor... a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor as herein described, and not exceeding 581.0 acres.</p> <p>Article 2. The District will provide itself with such diversion and pumping equipment as in its judgment may be necessary to divert and distribute the water to be used by the terms of this agreement and shall maintain the same at its own expense. ...</p>	<p>Art. 12. The United States reserves a first right to the lands and entrymen on the Klamath Project of the water to be made available to the District pursuant to the terms of this contract.</p>	<p>Art. 16. There is reserved to the Secretary of the Interior or his duly authorized representative 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 this contract shall be carried into full effect.</p>	<p>Art. 4. Water supplied under the terms of this contract shall be for the purpose of distribution by the District to the individual water users, and such water shall be supplied to only such areas and used only in the manner prescribed by law for lands in private ownership and shall be used solely for the purpose of irrigation and domestic purposes incidental thereto.</p>		<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>
	14-06-200-3407	Ady Dist. Improvement Co.	8/5/1954	Warren Act	435.1	<p>Article 1: The United States shall deliver in the Klamath River at the outlet of Upper Klamath Lake, for pumping and distribution to and upon the lands of the District as follows: [land description] a sufficient quantity of water during the irrigation season of each year hereafter not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the District as described herein, and not exceeding 435.1 acres.</p> <p>Article 2. The District will provide itself with such diversion and pumping equipment as in its judgment may be necessary to divert and distribute the water to be used by the terms of this agreement and shall maintain the same at its own expense. ...</p> <p>Art. 3. The District, upon receiving water at the point of delivery provided herein will, at its own cost, convey the same to the place of use...</p>	<p>Art. 12. The United States reserves a first right to the lands and entrymen on the Klamath Project of the water to be made available to the District pursuant to the terms of this contract.</p>	<p>Art. 16. There is reserved to the Secretary of the Interior or his duly authorized representative 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 this contract shall be carried into full effect.</p>	<p>Art. 4. Water supplied under the terms of this contract shall be for the purpose of distribution by the District to the individual water users, and such water shall be supplied to only such areas and used only in the manner prescribed by law for lands in private ownership and shall be used solely for the purpose of irrigation and domestic purposes incidental thereto.</p>		<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>

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	18r-614	Or. Dept. of Fish & Wildlife S.L. Burnett	2/9/1934	Warren Act	120	<p>Art. 4. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake, for pumping and distribution to and upon the lands herein described only, a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation or irrigable lands of the Contractor as herein described, and not exceeding one hundred twenty (120) acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 5. The Contractor will provide himself with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					<p>Art. 6. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>
	18r-669	Collins Timber Co., LLC H.H. & E. Van Valkenburg	7/29/1935	Warren Act	150	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor (150 total acres)...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 150 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide himself with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>
	18r-670	Collins Timber Co., LLC H.H. & E. Van Valkenburg	7/29/1935	Warren Act	135	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor (135 total acres)...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 135 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide himself with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>
	18r-671	Reames Golf & Country Club	7/1/1935	Warren Act	80	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor (80 acres total)...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 80 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>
	18r-672	Griffith Ranch F. Fountain	9/5/1935	Warren Act	37.5	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 37.5 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide himself with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>

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Klamath River	18r-794	Collins Timber Co., LLC H.A. & F.B. Talbot	2/4/1937	Warren Act	30	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 30 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.
	18r-857	Or. Dept. of Fish & Wildlife S.A. & J.D. Hooper	4/5/1938	Warren Act	94	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 94 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.
	18r-871	Collins Timber Co., LLC W.L. & E.P. Frain	8/9/1938	Warren Act	58	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 58 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.
	18r-897	E. Martin Kerns G.G. & I. Kerns	3/24/1939	Warren Act	156.7	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 156.7 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.
	18r-963	Or. Dept. of Fish & Wildlife J.C., P., & B.B. Hooper	2/10/1941	Warren Act	123	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 123 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.

Klamath Water Contract Clauses Summary Table

LOCATION	CONTRACT NO.	CONTRACTOR	CONTRACT DATE	CONTRACT TYPE	ACREAGE	WATER SUPPLY/QUANTITY/DELIVERY	APPORTIONMENT	TERM, MODIFICATION, AMENDMENT	OTHER	INDEMNIFICATION	SHORTAGE
	18r-980	John K. Lilly B.E. & C. Kerns	7/15/1941	Warren Act	78.5	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 78.5 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.
	18r-981	Donald S. Johnston R.A. & E.M. Johnston	7/15/1941	Warren Act	165.1	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 165.1 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.
	18r-982	Leslie R. Jones C.F. & M. Wall	7/15/1941	Warren Act	16.1	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 16.1 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.
	18r-1073	Flower Brothers, Inc. W.M. and E.A. Williams	7/1/1943	Warren Act	180	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 180 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The Contractor will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.
	18r-1087	City of Klamath Falls	5/17/1944	Warren Act	95.4	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 95.4acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The City will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The City will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.

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	I8r-1138	Or. Dept. of Fish & Wildlife A.E. & T.B. Gregory	9/5/1945	Warren Act	62.9	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 62.9 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The City will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.
	I8r-1143	Or. Dept. of Fish & Wildlife D.C. & H.E. Hamaker	5/28/1946	Warren Act	33	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 33 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The City will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.
	I8r-1148	Or. Dept. of Fish & Wildlife J.C. & P.H. Hooper	5/8/1946	Warren Act	420.5	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 420.5 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The City will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.
	I8r-1166	Klamath County Ewauna Ranch	10/27/1947	Warren Act	77.1	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 77.1 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The City will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.
	I8r-1195	Or. Dept. of Fish & Wildlife H.A. & I.V. De Lamater	1/16/1948	Warren Act	55	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 55 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The City will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.

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	I8r-1314	Or. Dept. of Fish & Wildlife H.E. & D.C. Hamaker	5/11/1949	Warren Act	181.9	<p>Art. 3. The United States shall deliver in Klamath River at the outlet of Upper Klamath Lake for pumping and distribution to and upon the lands of the Contractor...a sufficient quantity of water during the irrigation season of each year hereafter, not exceeding such quantity as may be beneficially used upon said lands, for irrigation of irrigable lands of the Contractor, and not exceeding 181.9 acres. The quantity of water sufficient for the irrigation of said acres of land shall be as determined by the Secretary of the Interior of the United States or his duly authorized agent, and his determination shall be conclusive as against the parties hereto.</p> <p>Art. 4. The Contractor will provide themselves with such diversion and pumping equipment as in his judgment may be necessary to divert and distribute the water... The City will install and maintain at his own expense such metering equipment which may be necessary to determine the quantity of water diverted to and used upon said land each irrigation season.</p>					<p>Art. 5. The United States shall not be liable for failure to supply water under the terms of this contract due to hostile diversion, drought, interruption to stream flow in the river made necessary by repairs, damages caused by floods, unlawful acts or unavoidable accidents.</p>