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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Black Butte Project, California

CONTRACT No. 14-06-200-1020A

CONTRACT BETWEEN THE UNITED STATES AND THE
ORLAND UNIT WATER USERS' ASSOCIATION PROVIDING
FOR THE EXCHANGE OF WATER

THIS CONTRACT, made this 26th day of June, 1964,
in pursuance generally of the Act of June 17, 1902 (32 Stat. 388),
and acts amendatory thereof or supplementary thereto, all collectively
hereinafter referred to as the Federal reclamation laws, between THE
UNITED STATES OF AMERICA, hereinafter referred to as the United
States, and the ORLAND UNIT WATER USERS' ASSOCIATION, hereinafter
referred to as the Association, a corporation organized and existing
under the laws of the State of California, with its principal place
of business in Orland, California,

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the care, operation, and maintenance of the Orland
Project was transferred to said Association pursuant to Contract
No. 14-06-200-3502, executed August 26, 1954; and

WHEREAS, the United States Corps of Engineers is
constructing the Black Butte Project, consisting principally of Black
Butte Dam and Reservoir, on behalf of the United States, primarily for flood control and a portion of the cost of said Project is allocated to conservation use; and

WHEREAS, there has been an expression of interest for water service from the Black Butte Project, which Project is located below the East Park and Stony Gorge Reservoirs, the principal features of the Orland Project; and

WHEREAS, said water service is requested at points above the Black Butte Project and in the general vicinity of the storage features of the Orland Project; and

WHEREAS, an exchange of water between the Orland Project and the Black Butte Project would allow the United States to furnish Black Butte Project water in the vicinity of Orland Project Reservoirs, would facilitate operation of the Orland Project, and would be in the best interest of the United States and the Association; and

WHEREAS, the United States and the Association also desire to exchange storage space in the respective Reservoirs so as to maximize the full storage potential of Black Butte, East Park, and Stony Gorge Reservoirs;

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

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DEFINITIONS

1. When used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

   (a) "Black Butte water" shall mean the waters of Stony Creek and its tributaries to which the United States has the right to appropriate by storage in Black Butte Reservoir;

   (b) "Orland water" shall mean the waters of Stony Creek and its tributaries to which the United States has acquired a right to divert and/or store for use by the Orland Project, in accordance with the Angle Decree and/or license No. 2652 or as such Decree or license may be modified;

   (c) "Angle Decree" shall mean that certain judgment rendered January 13, 1930, by the United States District Court, Northern District of California, Second Division, Honorable Frank H. Kerrigan, Judge, in that certain action in Equity No. 30 entitled "The United States of America Plaintiff, v. H. C. Angle, et al., Defendants";

   (d) "new diversions" shall mean the quantity of water of Stony Creek and its tributaries which will be diverted from Black Butte water supplies either directly or by exchange.

TERM OF CONTRACT

2. This contract shall become effective on the date of execution and shall remain in effect until terminated by mutual agreement of
the Association and the United States: Provided, That if Black
Butte Project is not incorporated as a unit of the Central Valley
Project by December 31, 1970, the use of Black Butte Reservoir and
Black Butte water contemplated in this contract will be subject to
any contracts in effect at that time between the United States and
other parties for repayment of the costs of Black Butte Project allocated
to water conservation. Insofar as this contract pertains to the storage
and release of Orland water such storage and release shall be in conformance
with the Angle Decree and/or license No. 2652 as such Decree and/or
license may be modified.

EXCHANGE OF WATERS AND STORAGE SPACE

3. (a) During the term of this contract Black Butte, East Park,
and Stony Gorge Reservoirs will be operated as a single integrated
unit. To the extent storage space is available, waters to which the
Orland Project and the Black Butte Project have rights to store may
be stored in any of the three (3) Reservoirs. Accounts of the amounts
and ownership of the water stored in and released from their respective
Reservoirs will be maintained by the United States and the Association.
Evaporation and other losses from each Reservoir will be prorated on
the basis of the amount of water stored in that Reservoir by each
party: Provided, That return flows from new diversions above Black
Butte shall be credited to the account of the United States.
(b) In order to facilitate operations of the Orland Project and to provide for use of Black Butte water upstream from Black Butte Reservoir, either party may exchange water stored in any Reservoir for water stored by the other party in any other Reservoir upon notice to the other party in advance of such exchange.

(c) Each party shall have a paramount right to the use of the storage space in its Reservoir and may release the other party's water from its Reservoir to the extent such storage space is needed by it. In case of such release the party whose water is being released may make such exchanges under subdivision (b) of this article as may be required to minimize the amount of water it would otherwise lose by such release.

(d) The Association will release Black Butte water from Orland Project Reservoirs for use by the United States in accordance with schedules furnished to the Association by the United States; Provided, That the Association shall not be required to furnish any additional facilities for the release of such water. The United States will release Orland water from Black Butte Reservoir in accordance with Article 3 of the contract dated August 24, 1960, and designated as Contract No. 14-06-200-3502 Amendatory, between the United States and the Orland Unit Water Users' Association.
Provided further, That the Association shall notify the Watermaster appointed pursuant to the Angle Decree of the quantity of Orland water released from Black Butte Reservoir.

EFFECT OF ATTEMPTED ASSIGNMENT AND OF WAIVER OF BREACH

4. No interest in this contract is transferable by the Association to any other party, and any such attempted transfer shall cause this contract to become subject to annulment at the option of the United States. The waiver of a breach of any of the provisions hereof shall not be deemed to be a waiver of any other provisions hereof or a subsequent breach of such provisions.

CONTINGENT UPON APPROPRIATIONS OR ALLOTMENT OF FUNDS

5. The expenditure of any money or the performance of any work by the United States hereunder which may require appropriations of money by the Congress or the allotment of funds shall be contingent upon such appropriations or allotment being made. The failure of the Congress so to appropriate funds or the absence of an allotment of funds shall not relieve the Agency from any obligations then accrued under this contract, and no liability shall accrue to the United States in case such funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

6. (a) No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit
that may arise herefrom, but this restriction shall not be construed
to extend to this contract if made with a corporation or company for
its general benefit.

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

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

THE UNITED STATES OF AMERICA

By

Acting Regional Director, Region 2
Bureau of Reclamation

ORLAND UNIT WATER USERS' ASSOCIATION

By

President

ATTEST:

Secretary
ORLAND UNIT WATER USERS' ASSOCIATION

RESOLUTION OF BOARD OF DIRECTORS

* * *

WHEREAS, a contract entitled "Contract Between the United States and the Orland Unit Water Users' Association" providing for the exchange of water has been submitted to the Board by the Bureau of Reclamation, and

WHEREAS such proposed contract provides for an exchange of water between the Black Butte Project and the East Park and Stony Gorge Reservoirs of the Orland Project, and

WHEREAS, such proposed contract will be to the mutual advantage of the United States and the Association in the operation of such Project and Reservoirs, and will otherwise be in the best interests of the Orland Unit Water Users' Association,

NOW, THEREFORE, BE IT RESOLVED that the proposed contract between the United States and the Orland Unit Water Users' Association providing for the exchange of water be, and the same is, hereby approved by the Board of Directors of the Orland Unit Water Users' Association, and

BE IT FURTHER RESOLVED that the President and Secretary of
I, W. K. DEMPSEY, the duly and regularly appointed Secretary of ORLAND UNIT WATER USERS' ASSOCIATION, a corporation hereby certify that the foregoing is a true, correct and exact copy of a resolution of the Board of Directors of the ORLAND UNIT WATER USERS' ASSOCIATION, duly and regularly passed and adopted at a regular meeting of the said Board of Directors duly and regularly held at Orland, California, on January 9, 1964.

DATED: Jan. 9, 1964

W. K. Dempsey