

of seepage, or alkaline, or other conditions, he shall so advise the District. Such determination shall release the District from any obligation to pay the construction charge fixed by public notice for such land. The water right appurtenant to such land shall be retained by the U. S., and the Secretary may sell such right to the District or to non-District land, or otherwise dispose of it; the District, however, to have first right to purchase such water at the best price offered.

15—Default by Individual Land Owners

The District as a whole is obligated to pay to the U. S. the full amount herein agreed upon according to the terms stated, regardless of any individual default in the payment of any assessment levied by the District, and the District shall levy and collect extra assessments whenever necessary to make up for any such default, so in that event the amounts owing the U. S. shall be paid by the District when due as provided herein.

16—Penalty for Delinquency in Payment

To every installment of money required to be paid under this contract which shall remain unpaid after the same shall have become due, there shall be added at once a penalty of one per centum thereof, and thereafter a like penalty on one per centum on the first day of each month

so long as such default shall continue, and the District hereby agrees to pay said penalty. (Sec. 3, Act August 13, 1914, 38 Stat. 686).

17—Refusal of Water in Case of Default.

The U. S. reserves the right to refuse to deliver water to the District in the event of default by the District for a period of more than one year to any payment due the U. S. under this contract. The U. S. or the District, as the case may be, shall refuse water service to all lands within the District which may be delinquent for more than one year in the payment of any assessment levied hereunder. The provisions of this article are not exclusive, and shall not in any manner hinder the U. S. from exercising any other remedy to enforce collection of any amount due hereunder.

18—Access to Books and Records

The proper officials of the District shall have full and free access to the project books and official records of the U. S. R. S., so far as they relate to matters covered by this contract, at any time during office hours, with the right to make copies of and from the same, and the representatives of the U. S. shall have same right in respect to the books and records of the District.

19—Secretary May Make and Modify Regulations

There is reserved to the Secretary

the right to make reasonable rules and 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.

20—Change in Organization of District

While this contract is in effect, no change shall be made in the organization of the District, either by the inclusion or exclusion of lands, by consolidation or merger with another district, by proceedings to dissolve, or otherwise, except upon the written assent thereto of the Secretary.

21—Assurances Relating to Execution of Contract by District

The execution of this contract shall be authorized by the qualified electors of the District at an election held for that purpose. Thereafter, without pay, the District shall prosecute a proceeding in court for a judicial confirmation of the organization of the District and of the making of this contract. The U. S. shall not be obliged to make any expenditure hereunder until a confirmatory judgment in such proceeding shall have been rendered, and if ground for appeal from such judgment shall have been laid, until decision favorable to the contract shall have been finally made. The District shall furnish the U. S. for its files certified

copies of all proceedings relating to the organization of the District and to the election upon the contract.

22—No member of or delegate to Congress or resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent of employee of the government shall be admitted to any share or part of this contract or agreement or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contracts of agreement is made for the general benefit of such incorporation or company, as provided in Section 110 of the Act of Congress approved March 4, 1909, (35 Stat., L. 1109)

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

The United States of America

By _____
Hermiston Irrigation District

By _____
President

Attest:

Umatilla River Water Users' Assoc.

By _____

President

Attest:

Copy of Contract between the United States Government and
the Umatilla Project Water Users
Compliments of the Hermiston Herald