



Oregon
Kate Brown, Governor

Water Resources Department
725 Summer St NE, Suite A
Salem, OR 97301
(503) 986-0900
Fax (503) 986-0904

BEFORE THE OREGON WATER RESOURCES DEPARTMENT

In the Matter of a Dispute)
Pursuant to ORS 540.210)
)
Klamath Irrigation District)
 Disputant,)
)
Bureau of Reclamation)
 Reservoir Owner.)

REQUEST FOR INFORMATION

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TO:
LONG, LYNN E & LINDA D
5116 RIDGEWOOD DR, KLAMATH FALLS, OR 97603

Pursuant to ORS 540.210, the authority delegated by the Oregon Water Resources Commission under ORS 536.026, and applicable regulations, **LONG, LYNN E & LINDA D** is hereby required to deliver documents and responses, on or before 5:00 p.m. on June 24, 2020, to the Oregon Water Resources Department ("Department") offices at 725 Summer Street NE, Salem, Oregon 97301, or by electronic means to owrd.klamathdata@oregon.gov, regarding the following topics:

Water Right or Determined Claim

- WRD records show that the following water rights or determined claims authorize the use of water for irrigation or other uses on lands which list you as the owner:

Claim/Cert	Number	POD TRSQQ	Priority Date
CERT	56928	40S/08E-2NENW	10/31/1977

- If the above information is incorrect, please explain and provide any additional water right or determined claim number(s) for your lands sourced by the Klamath River or stored water from Upper Klamath Lake, in part or in full, here:

Physical Structure

- 3) Where is the point of diversion(s) (POD) from the Klamath River located? Please attach a photograph of each POD and give a GPS location if available.

POD is the Klamath Drainage District, North Canal at the Klamath River.
405/08E 2NE NW. No photo available. No GPS available.
Please Note: Remote location available by boat only!

- 4) What is the physical nature of the POD? (e.g., ditch, canal, or pump system)

Open Canal

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- 5) Is there a functioning headgate or valve at the POD?

No

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- 6) Is there a water use measuring device at the POD? (e.g., weir, submerged orifice, totalizing flow meter) If yes please describe.

No

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Water Diversion

- 7) Do you physically divert water from the Klamath River through your PODs?

No

If yes:

- a) How do you measure the rate and duty of water you divert from the Klamath River?
- b) How frequently do you check or monitor the measuring device and record the readings?
- c) Please provide the last two years of water use data recorded for the POD.
- d) Do you communicate with the U.S. Bureau of Reclamation (BOR) that you are diverting water from the Klamath River? If so, please describe how and when you communicate diversions to BOR.

If no:

- e) Who physically diverts water from the Klamath River for your use? (e.g., BOR, irrigation district, etc.)

Klamath Drainage District diverts for Klamath Hills
District Improvement Company.

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- f) How are you informed about the rate and duty of water diverted from the Klamath River for your use by others?

All diverted water is pumped from the KDD North Canal onto my land by electric pumps with recording flow meters.

- g) Do you have a contract with the person or entity who diverts water from the Klamath River for your use? If so, please attach a copy.

Yes
See attached copy of contract between KDD and KHDIC.

2020 Water Use

- 8) Of the water diverted for the 2020 irrigation season, how much (in acre feet) is from live flow and how much is from stored water?

100% live flow

- 9) How many acre feet of water in total have you diverted from the Klamath River in 2020?

none (0.00 acre feet)

- 10) Do you also use water from another source, such as groundwater, another stream, or a spring? If so, how much water have you diverted or pumped from each of those other sources in 2020?

None (0.00 acre feet)

- 11) How many irrigated acres are currently in production? How many acres do you estimate will be ready, willing and able to apply water for beneficial use in 2020?

200 acres in production
200 acres able to apply water

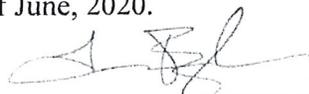
- 12) Who is the best point of contact for any questions or requests for access to the POD? Please provide name, telephone number and email:

Scott White, Manager
Klamath Drainage District
(541) 510-6311

scott@klamathdrainagedistrict.org

If you have questions regarding this request for information, please contact Dani Watson, District 17 Watermaster, at 541-883-4182.

ISSUED this 9th day of June, 2020.


THOMAS M. BYLER, Director
Oregon Water Resources Department

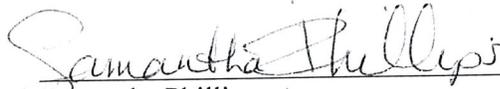
CERTIFICATE OF SERVICE

I hereby certify that on June 9, 2020, I served a full, true and correct copy of the Department's REQUEST FOR INFORMATION, upon the parties hereto as follows:

LONG, LYNN E & LINDA D
5116 RIDGEWOOD DR,
KLAMATH FALLS, OR 97603

- by regular mail, postage prepaid
- by hand-delivery
- by facsimile # _____
- by certified mail # _____
- other: email

DATED this 9th day of June 2020.


Samantha Phillips
Oregon Water Resources Department

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K. D. V. Y. K. H. L. K.

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For Long

A G R E E M E N T

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THIS AGREEMENT made and entered into this 10th day of December, 1981, by and between KLAMATH DRAINAGE DISTRICT, a corporation, Party of the First Part, and KLAMATH HILLS DISTRICT IMPROVEMENT COMPANY, a corporation, Party of the Second Part,

W I T N E S S E T H

WHEREAS, the Party of the Second Part has been organized for the purpose of irrigating the lands within its boundaries, a description thereof and the irrigable acreage therein, being set forth and described in Exhibit "A" attached hereto and made a part of this contract; and,

WHEREAS, the Party of the Second Part will secure a water right from the state of Oregon and/or enter into a water right contract with the United States for a water right for the lands hereinbefore described.

WHEREAS, the Party of the Second Part desires to have said irrigation water carried through the District canals and structures to the point or points of delivery to Second Party hereinafter designated;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the charges to be paid by Second Party to First Party as hereinafter set forth, it is covenanted and agreed as follows:

ACCEPTANCE AND CARRIAGE OF WATER:

The Party of the First Part shall receive said irrigation water at the point or points where Klamath Drainage District receives the irrigation water for the lands within the Klamath Drainage District, and will carry said water through the canals of the District and deliver the same to the Second Party at the point or points of delivery hereinafter designated.

The Party of the First Part shall not be responsible for further carriage or delivery of said water after it is delivered to the party of the Second Part at the point or points of delivery designated.

The irrigation water to be carried and delivered by First Party to Second Party shall in no event exceed that amount which can be beneficially used upon the irrigable acreage of the lands hereinabove described, and in no event shall exceed the amount which is contracted for with the United States by Party of the Second Part and/or the State of Oregon.

POINT OF DELIVERY TO PARTY OF THE SECOND PART:

Point of delivery of said water to the party of the Second Part shall be at the points on the New North Canal of the District

Board of Supervisors of Klamath Drainage District.

The Party of the First Part will make all reasonable and proper effort to deliver said water to the Party of the Second Part at the point or points of delivery designated, but should there be a break in the canals of the District or failure or partial failure of water supply at any time from any cause whatsoever, the Klamath Drainage District shall not be responsible in any way for damages to the Party of the Second Part or to the landowners within the boundaries of the Party of the Second Part for such failure or partial failure of water supply, and the Party of the Second Part shall hold the Party of the First Part harmless from all such damages or claims for damages, and should there be a shortage of water at any time, the lands within the Klamath Drainage District shall have the first call upon what water there is available.

MEASUREMENT OF WATER:

If at any time the Board of Supervisors of the Party of the First Part deems it advisable that a measuring and controlling device should be installed at the point or points of delivery, such measuring and controlling device shall be furnished, installed and maintained by and at the expense of the Party of the Second Part, but such measuring and controlling device shall be furnished, installed and maintained by and at the expense of the Party of the Second Part, but such measuring and controlling device shall be and remain at all times under the control of the District.

The amount of water to be delivered at point or points of delivery shall be said amount of water delivered by the United States to the Klamath Drainage District for Party of the Second Part less any loss of said water by seepage, evaporation or other causes while carrying said water through the canals of Klamath Drainage District to the point of delivery of said water to the Party of the Second Part.

IRRIGATION CONSTRUCTION CHARGES:

It is agreed that the construction charge which shall be paid by the Party of the Second Part to the Party of the First Part shall be \$100.00 per acre for the irrigable acreage of the lands within the boundaries of the Party of the Second Part, payable \$20.00 per acre within 60 days of execution hereof and the balance of \$80.00 per acre payable at the rate of \$4.00 per acre per year, the first payment to be made upon the 15th day of November, 1982, and a like payment upon the 15th day of November of each year thereafter until said total construction cost of \$100.00 an acre is paid in full.

If said construction payments are made promptly as the same fall due, there shall be no interest charged, but if said payments

Agreement

PROCTOR, PUCKETT & FAIRCLO
ATTORNEYS AT LAW

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or any of them should be in default, then the amount of such defaulted payments shall carry interest at the rate of 12% per annum from the date of default until paid.

OPERATION AND MAINTENANCE CHARGES:

In addition to the construction charge hereinabove set forth to be paid by the Party of the Second Part, the Party of the Second Part shall pay to the Party of the First Part an annual operation and maintenance charge in the same amount as that assessed by the Klamath Drainage District against the lands within the Klamath Drainage District. Such operation and maintenance charge shall likewise be paid by the Party of the Second Part to the Klamath Drainage District upon the 15th day of November of each year, the first payment to be made upon November 15, 1982.

NEW CONSTRUCTION WORK:

In the event that it becomes necessary in the future for the Party of the First Part to perform new construction work in order to deliver said irrigation water and the cost thereof is not included in Operation and Maintenance charges, then in such event the Party of the Second Part shall bear its proper pro-rata share of such cost.

LEVY AND ASSESSMENT OF TAXES BY PART OF THE SECOND PART:

The Party of the Second Part agrees that it will cause to be levied and collected all necessary assessments, and will use all the powers and resources of the District Improvement Company, including the taxing power of the District Improvement Company and the power to withhold delivery of water, to collect and pay to the Party of the First Part all charges provided in this Contract, in full on or before the day that the same become due.

DEFAULT BY INDIVIDUAL LANDOWNERS:

The Klamath Hills District Improvement Company as a whole is obligated to pay to the Klamath Drainage District the full amount herein agreed upon according to the terms stated, regardless of individual default in the payment of any assessment levied by the Party of the Second Part.

REFUSAL OF WATER IN CASE OF DEFAULT:

In the event that the Party of the Second Part should violate the terms of this contract or any of them, or should be in default in the payments hereinabove provided to be paid to the Party of the First Part, the Party of the First Part reserves the right to refuse to deliver water to the Party of the Second Part, and the Party of the First Part shall not be liable in any way for damages caused by such non-delivery of water to the Party of the Second Part, and the Party of the Second Part shall hold the Party of the First Part harmless from all such damages.

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The remedies hereinabove provided shall not be exclusive, but the Party of the First Part shall have such other and further remedies as shall be meet and proper in law and equity.

The terms of this Agreement shall run with the lands hereinabove described and shall inure to the benefit of and be binding upon the Parties of the First Part and Second Part and their Respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their respective officers the day and year first herein written.

KLAMATH DRAINAGE DISTRICT,

By: Maurel Long
President

Attest:

W. E. C.
Secretary

Party of the First Part

KLAMATH HILLS DISTRICT IMPROVEMENT COMPANY,

By: Lauree DeChigny
Vice-President

Attest:

W. E. C.
Secretary

Party of the Second Part

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