

SECTION 2: PROPERTY OWNERSHIP

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.

- Yes
- There are no encumbrances.
 - This land is encumbered by easements, rights of way, roads or other encumbrances.
- No
- I have a recorded easement or written authorization permitting access.
 - I do not currently have written authorization or easement permitting access.
 - Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).
 - Water is to be diverted, conveyed, and/or used only on federal lands.

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List the names and mailing addresses of all affected landowners (*attach additional sheets if necessary*).

Lee Sukraw, 1881 Lower Klamath Lake Rd., Klamath Falls, OR 97603
Klamath County Experimental Station, 6941 Washburn Way, Klamath Falls, O 97603

SECTION 3: WELL DEVELOPMENT

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
KLAM 53142	Klamath River	Approximately 2 miles	
KLAM 53732	Klamath River	Approximately 2 miles	

Please provide any information for your existing or proposed well(s) that you believe may be helpful in evaluating your application. For existing wells, describe any previous alteration(s) or repair(s) not documented in the attached well log or other materials (*attach additional sheets if necessary*).

SECTION 3: WELL DEVELOPMENT, CONTINUED

Source (aquifer), if known: Basalt

Total maximum rate requested: 0.95 CFS (each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

Complete the table below. If this is an existing well, the following information may be found on the applicable well log. (If a well log is available, please submit it in addition to completing the table.) If this is a proposed well, or well-modification, consider consulting with a licensed well driller, geologist, or certified water right examiner.

OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	PROPOSED USE			
										SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL-SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
KLAM 53142	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L-53872	<input type="checkbox"/>	20"	+1 ½ to 124 ½		0 to 124		Basalt	525'		
KLAM 53732	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L-32935	<input type="checkbox"/>	20"	+20" to 55'		0 to 55		Basalt	480'		
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									

52013650-13344503

* Licensed drillers are required to attach a Department-supplied Well Tag, with a unique Well ID or Well Tag Number to all new or newly altered wells. Landowners can request a Well ID for existing wells that do not have one. The Well ID is intended to serve as a unique identification number for each well.
 ** A well log ID (e.g. MARI 1234) is assigned by the Department to each log in the agency's well log database. A separate well log is required for each subsequent alteration of the well.
 *** Source aquifer examples: Troutdale Formation, gravel and sand, alluvium, basalt, bedrock, etc.

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SECTION 4: WATER USE

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Irrigation	June 1 – October 31, 2018	2 acre-feet/acre

Rights affected by drought:

County in which use will occur: Klamath (if the right is located in Klamath Basin/County you must complete section 7)

Please indicate the total number of acres to be irrigated (must match map): 76 acres

List the Permit or Certificate number(s) of the water right(s) affected by drought: KA 1000

Indicate the maximum number of acre-feet you expect to use in an irrigation season: 152 acre-feet

SECTION 5: WATER MANAGEMENT**A. Diversion and Conveyance**

What equipment will you use to pump water from your well(s)?

Pump (give horsepower and type): 75 (for each well)

Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. Flow meters are installed on the wells to monitor acre-feet used. The preferred method is to use the pipeline to the KID system to transport the water to area of use.

B. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; and prevent the discharge of contaminated water to a surface stream. I am requesting the minimum I can get by with (2.0 af/ac) and will use as needed.

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SECTION 6: DROUGHT INFORMATION:

Explain how drought conditions have created an inability to obtain water under your existing right(s), and any other remarks to clarify any other information (*attach additional sheets as necessary*).

The Klamath Project is forecast to have about 130,000 acre feet or less when the needed supply is 450,000 and does not know when they will begin deliveries. For the second year in a row, there will likely not be enough water in the Klamath basin to sustain fish, farmers and birds. Klamath County commissioners recently declared a drought in the basin and asked the state to do the same.

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SECTION 7: KLAMATH BASIN/COUNTY WELL INFORMATION

A functioning, totalizing flowmeter will be required for any drought permits issued. Is there currently a flowmeter installed on each of the PODs listed in the table in Section 3 of this application? Yes No*

*Please note that watermaster staff will visit the well to confirm flowmeter presence prior to issuance of an emergency drought groundwater permit. Where possible, watermaster staff will take a static water level measurement. Alterations to the well head may be required in order to make the water level measurements and these may be conditions of the permit.

For each well, please provide a description of the flowmeter location, the serial number, the current flowmeter reading and the date the reading was taken in the table below.

OWNER'S WELL NAME OR NUMBER.	WELL TAG NUMBER (IF AVAILABLE)	WELL LOG ID (E.G., KLAM 1234)	FLOWMETER SERIAL NUMBER	FLOWMETER READING	FLOWMETER DATE	FLOWMETER LOCATION
POA (North Well)	L-53872	Klam 53142	03-05767-16	1537.07	2003	Meter is 10' from well (north discharge)
			05-01109-16	7431.86	2005	Meter is 10' from well (south discharge)
POA (South Well)	L-32935	Klam 53732	03-05451-16	8117.44	2003	Meter is about 10' from well

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Date _____

(For staff use only)



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

WE ARE RETURNING YOUR APPLICATION FOR THE FOLLOWING REASON(S):

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- SECTION 1: _____
- SECTION 2: _____
- SECTION 3: _____
- SECTION 4: _____
- SECTION 5: _____
- SECTION 6: _____
- SECTION 7: _____
- Fees _____

MAP

- Permanent quality and drawn in ink
- Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
- North Directional Symbol
- Township, Range, Section, Quarter/Quarter, Tax Lots
- Reference corner on map
- Location of each well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west). Each well must be identified by a unique name and/or number.
- Indicate the area of use by Quarter/Quarter and tax lot clearly identified
- Number of acres per Quarter/Quarter and hatching to indicate area of use if for supplemental irrigation or nursery
- Location of main canals, ditches, pipelines or flumes
- Other _____



BOARD OF COMMISSIONERS
Agenda Item Summary

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Agenda Category: Agreements Item No: 7.3

Meeting Date: Feb. 19, 2019

Originating Department: Tax/ Property Management

Issue: In the matter of approving and signing the Sublease of Klamath County property currently leased to Klamath County Extension Service District to Oregon State University.

Background: Klamath County Extension Service District ("DISTRICT") currently leases certain real property with improvements owned by Klamath County, a political subdivision of the State of Oregon ("County"), and known commonly as the Klamath Basin Research and Extension Center, wishes to sublease said property to Oregon State University for its Klamath Basin Research and Extension Center ("OSU").

Fiscal Impact: Fiscal Impact : Expenditure from Klamath County Extension Service District Facility Service line item for utilities estimated to be \$23,466

Recommended Motion: Approve and sign the sublease of Klamath County property currently leased to Klamath County Extension Service District to Oregon State University. Fiscal Impact : Expenditure from Klamath County Extension Service District Facility Service line item for utilities estimated to be \$23,466

DONE AND DATED this 19th Day of February 2019


Chair

Out of Office Today

Vice-Chair


Commissioner

Approved
Denied

Approved
Denied

Approved
Denied

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SUBLEASE OF KLAMATH COUNTY PROPERTY

X NN
~~X DIST~~
~~X OSU~~

2019 THIS INDENTURE OF SUBLEASE ("Sublease") is made and entered into this 19 day of Feb, 2019, by and between Klamath County Extension Service District ("DISTRICT"), and Oregon State University for its Klamath Basin Research and Extension Center ("OSU"). DISTRICT and OSU are herein individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS, DISTRICT currently leases certain real property with improvements thereon owned by Klamath County, a political subdivision of the State of Oregon ("County"), and known commonly as the Klamath Basin Research and Extension Center and further defined below (the "Premises"); and

WHEREAS, DISTRICT and OSU desire to enter into a sublease of the Premises with the consent of County, on the terms and conditions set out in this Sublease.

NOW THEREFORE, the Parties, intending to be legally bound by the terms of this Sublease, agree as follows:

1. **Premises:**

(a) DISTRICT currently leases from County, the Premises, defined as follows: A tract of land in Section 22, Township 39, South of Range 9 East, Willamette Meridian, County of Klamath, State of Oregon, consisting of Tax lots 600 and 700, for a total of approximately 82.54 acres, with improvements and buildings thereon, as shown on the attached Exhibit A.

(b) County has given its consent for DISTRICT to sublease the Premises to OSU. Therefore, the DISTRICT agrees to sublease the Premises to OSU and OSU agrees to sublease the Premises from DISTRICT.

2. **Term:** The term of this Sublease ("Term") shall commence on the date of last signature below and shall continue through June 30, 2028.

3. **Rent:** OSU is appreciative of DISTRICT's willingness to allow OSU to use the Premises and shall exercise care to not damage same. In consideration of the mutual benefits conferred on the Parties and the utility charges, which OSU is required to pay under this Sublease, DISTRICT shall provide University with use of the Premises without rent.

4. **Prior Leases:** This Sublease supersedes and replaces the Lease Agreement between the County of Klamath, Oregon as Lessor and the State of Oregon acting by and through the State Board of Higher Education on behalf of the Oregon State University Agricultural Experiment Station as Lessee dated November 20, 1987 for approximately 86.41 acres, and the Lease Agreement 901126 between Klamath County, Court House, Klamath Falls, OR 97601 as Lessor and The State of Oregon acting by and through the State Board of Higher Education Oregon State University on behalf of the Klamath Experiment Station as Lessee dated March 4, 1991 for approximately one acre of land with three houses.

5. **Use of Premises**

(a) OSU shall use the Premises during the Term of this Sublease for lawful purposes including but not limited to the functions related to the conduct of its business.

(b) OSU shall comply with all laws of any municipal, county, state, federal or other public authority respecting the use of said Premises. Both parties agree to comply with the Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, as amended. Specifically, in the carrying out of this Sublease, neither Party shall discriminate in any way as to race, color, creed, national origin, or in any other respect which would violate the aforesaid acts.

(c) OSU shall regularly occupy and use the Premises for the conduct of OSU's business and shall not abandon or vacate the Premises for more than sixty (60) days without written approval of DISTRICT.

6. **Services and Utilities.**

(a) DISTRICT will cause the utilities and services listed below to be furnished to the Premises.

Charges shall be paid as indicated for the following buildings, identified as 0624 and 0625 Washburn Way, Klamath Falls, OR, commonly known as the "Extension Buildings", as shown on the attached Exhibit B:

<u>Utility or Service:</u>	DISTRICT/OSU	
Water	X	_____
Sewer	X	_____
Electricity	X	_____
Gas	X	_____
Fuel-Oil	X	_____
Trash Removal	X	_____
Janitorial Service	X	_____
Janitorial Supplies (including recycling charges)	X	_____
Window Washing	X	_____
Snow and Ice Removal	X	_____
Building Security (If required)	X	_____

Charges shall be paid as indicated for the following buildings, identified as 0614, 0615, 0616, 0617, 0618, 0619, 0620, 0621 and 0622 Washburn Way, Klamath Falls, OR, commonly known as the "Research Buildings", and 0612 and 0613 Washburn Way, Klamath Falls, OR, commonly known as the "Housing Buildings", as shown on the attached Exhibit B:

<u>Utility or Service:</u>	DISTRICT/OSU	
Water	_____	X
Sewer	_____	X
Electricity	_____	X
Gas	_____	X
Fuel-Oil	_____	X
Trash Removal	_____	X
Janitorial Service	_____	X
Janitorial Supplies (including recycling charges)	_____	X
Window Washing	_____	X
Snow and Ice Removal	_____	X
Building Security (If required)	_____	X

- (b) Telephone and Data Wiring: DISTRICT will cause all buildings to be wired with data and telephone wires, which shall be accessible for OSU's use via network ports. In Addition, OSU shall have access to DISTRICT's Main Distribution Frame ("MDF"), located within each building to install, maintain, and operate OSU's phone and networking equipment. Installation of any new OSU wire and maintenance of all DISTRICT wire in OSU's area shall be OSU's responsibility.
7. **Improvements and Alterations.** OSU may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its own expense. OSU will retain ownership of all fixtures, partitions, personal property and the like placed in the Premises by OSU. Any tenant improvement work which modifies or affects proper operation of the HVAC system shall require written approval of DISTRICT. OSU may, but shall not be required to, remove such items at the end of the Sublease Term.
8. **Maintenance and Repairs**
- (a) DISTRICT shall perform at DISTRICT's sole cost and expense all necessary maintenance and repairs of: (1) the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and DISTRICT provided fire extinguishers, DISTRICT-provided window coverings, sidewalks, and parking area which are located in or serve the Premises, maintaining the Premises and the common areas in a hazard-free condition; (2) the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, replacing parts or the system as necessary, obtaining required permits and inspections from Codes enforcement authorities; (3) the Premises, improvements, grounds, and landscaping, keeping them in good repair and appearance; (4) interior walls, performing touch up and repainting as necessary when it is due to normal wear or deterioration; and (5) carpets and other floor coverings. DISTRICT shall at DISTRICT's sole cost and expense provide, furnish, install, and replace all exterior and interior light fixtures, including ballasts, bulbs, and fluorescent tubes.
- (b) DISTRICT shall notify OSU a minimum of three (3) workdays in advance of any maintenance and/or repair of the interior or exterior of the Premises that may affect the environment of the employees and customers. If OSU determines that the work will be disruptive, OSU and DISTRICT shall negotiate a mutual resolution.
- (c) OSU shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable and expected wear and tear, permitted alterations, and damage by fire or other casualty.
9. **DISTRICT's Right of Entry.** It shall be lawful for the DISTRICT, its agents and representatives, at any reasonable time upon twenty-four (24) hours prior written notice, except in the case of emergency, to enter into or upon the Premises for the purpose of examining into the condition thereof, or any other lawful purpose.
10. **Right of Assignment.** OSU will not assign, transfer, pledge, hypothecate, surrender or dispose of this Sublease, or any interest herein, sublet, or permit any other person or persons whomsoever to occupy the Premises without the written consent of DISTRICT being first obtained in writing. This Sublease is personal to OSU; OSU's interest, in whole or part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against OSU, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to OSU, or in any other manner, except as above mentioned.

Notwithstanding the foregoing, DISTRICT hereby grants approval to OSU to license use of the Housing Buildings to OSU employees.

11. **Liens.** OSU will not permit any lien of any kind, type or description to be placed or imposed upon the building in which the Premises are situated, or any part thereof, or the real estate upon which it stands.
12. **Advertising Signs.** OSU shall coordinate with DISTRICT regarding the placement of signs for advertising or displaying the name or business.
13. **Insurance.** OSU is self-insured under ORS 352.087 with adequate levels of excess general liability and commercial auto liability insurance and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017, subject to the limits and conditions of the Oregon Tort Claims Act (ORS 30.260 - 30.300). OSU will maintain property insurance for its business personal property, including contents and improvements, and betterments. A certificate of insurance will be provided upon request.

DISTRICT shall secure at its own expense and keep in effect during the Term of this Sublease, general liability insurance, including contractual liability and completed operations, with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. This insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon, with an AM Best rating of no less than A-VII. A Certificate of Insurance will be provided to OSU. DISTRICT will maintain property insurance for all buildings on the Premises.
14. **No Third party Beneficiaries.** DISTRICT and OSU are the only parties to the Sublease and are the only parties entitled to enforce its terms. Nothing in this Sublease gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Sublease.
15. **Merger.** This Sublease constitutes the entire Sublease agreement between the parties, and there are no understandings, agreements, or representations, oral or written, not specified herein regarding this Sublease.
16. **Fixtures.** All plumbing, electrical wiring, additions to or improvements upon said Premises installed by DISTRICT shall be and become a part of the building as soon as installed and the property of DISTRICT unless otherwise herein provided.
17. **Damage by Casualty, Fire and Duty to Repair.** In the event of the destruction of the Premises by fire or casualty, either Party hereto may terminate this Sublease as of the date of said fire or casualty; provided, however, in the event of damage to any building on the Premises by fire or casualty to the extent of thirty percent (30%) or more of the sound value of said building, DISTRICT may elect to repair said building with insurance proceeds or at DISTRICT's own expense, or to terminate the Sublease. Written notice of said election shall be given to OSU within fifteen (15) days after the occurrence of said damage. If said notice to repair is not so given by DISTRICT then DISTRICT conclusively shall be deemed to have elected not to repair and the Sublease shall be terminated. In the event DISTRICT elects not to repair said building, then and in that event this Sublease shall terminate with the date of said damage; but if the Premises are partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and DISTRICT elects to repair, as aforesaid, then DISTRICT shall repair said building with all convenient speed and shall have the right to take possession of or

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occupy, to the exclusion of OSU, all or any part of said building in order to make the necessary repairs; and OSU hereby agrees to vacate upon request, all or any part of said building which DISTRICT may require for the purpose of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent, or any other amounts due under this Sublease, as the nature of the injury or damage and its interference with the occupancy of said Premises by OSU shall warrant; however, if the Premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of said Premises by OSU, then there shall be no abatement of rent, or any other amounts due under this Sublease, and the DISTRICT shall repair said damage with all convenient speed.

18. **Waiver of Subrogation Rights.** Neither Party shall be liable to the other for loss arising out of damage to or destruction of the Premises, or the building or improvements which the Premises are apart of or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of property insurance or fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of DISTRICT or OSU or by any of their respective trustees, employees, officers, and agents. Neither DISTRICT nor OSU shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof.
19. **Constraints.** This Sublease is expressly subject to the debt limitation as set forth in the Oregon Tort Claims Act, ORS 30.260 – 30.300 and Article XI, Section 7, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein that would conflict with such laws are deemed inoperative to that extent.
20. **Eminent Domain.** In the case of the condemnation or purchase of all or any substantial part of the said Premises by any public or private corporation with the power of condemnation this Sublease may be terminated, effective on the date possession is taken, by either Party hereto on written notice to the other and in that case OSU shall not be liable for any rent, utilities, or services, after the termination date. OSU shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.
21. **Termination.**
- (a) This Sublease may be terminated by either party giving written notice to the other party at least three-hundred sixty (360) days prior to the termination date.
- (b) At the expiration of the Term of this Sublease or upon any sooner termination thereof, OSU will quit and deliver up said Premises and all future erections or additions to or upon the same, broom-clean, to DISTRICT or those having DISTRICT's estate in Premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by DISTRICT.
- (c) In the event OSU remains in possession of the Premises after the termination of this Sublease without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Sublease but shall create only a tenancy from month-to-month, on the same terms and conditions provided herein, which may be terminated at any time by either Party with thirty (30) days prior written notice.

(d) Neither the termination of this Sublease by forfeiture nor the taking or recovery of possession of the Premises shall deprive DISTRICT of any other action, right, or remedy against OSU for possession or damages, nor shall any omission by DISTRICT to enforce any forfeiture, right or remedy to which DISTRICT may be entitled be deemed a waiver by DISTRICT of the right to enforce the performance of all terms and conditions of this Sublease by OSU.

(e) In the event of any re-entry by DISTRICT, DISTRICT may lease or re-let the Premises in whole or in part to any tenant or tenants who may be satisfactory to DISTRICT, for any duration, and for the best rent, terms and conditions as DISTRICT may reasonably obtain. DISTRICT shall apply the rent received from any new tenant first to the cost of retaking and re-letting the Premises, including remodeling required to obtain any new tenant, and then to any other damages to which DISTRICT may be entitled to hereunder.

(f) Any personal property which OSU leaves on the Premises after abandonment or expiration of the Sublease, or for more than ninety (90) days after any termination of the Sublease by DISTRICT, shall be deemed to have been abandoned, and DISTRICT may remove and sell said property at public or private sale as DISTRICT sees fit, without being liable for any prosecution therefore or for damages by reason thereof, and the net proceeds of said sale shall be applied toward the expenses of DISTRICT and rent as aforesaid, and the balance of such amounts, if any, shall be held for and paid to OSU.

22. **Default.** Neither Party shall be in default under this Sublease until written notice of the unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of a payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete the performance. In case of a default the nondefaulting party may terminate this Sublease with thirty (30) days prior written notice to the defaulting party.

23. **Hazardous Materials and Environmental Compliance. Definition:**

"Hazardous Materials" as used herein shall mean:

Any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances; or

Any dangerous waste or hazardous waste as defined in: Oregon Hazardous Waste Management Act as now existing or hereafter amended.

Resource Conservation and Recover Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

Any hazardous substance as defined in:

Comprehensive Environmental Response, Compensation and Liability Act of 1980 as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or

Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended

24. **Waiver.** Any waiver by DISTRICT of any breach of any covenant herein contained to be kept and performed by OSU shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent DISTRICT from declaring a forfeiture of any succeeding breach, either of the same conditions or covenant or otherwise.
25. **Severability.** The Parties agree that if any term or provision of this Sublease is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Sublease did not contain the particular term or provision held to be invalid.
26. **Attorney Fees.** In the event suit or action is instituted to enforce any of the terms of this Sublease, each party shall be responsible for its own attorney fees, costs and related expenses.
27. **Notices.** Any notice required by the terms of this Sublease to be given by one party hereto to the other or desired to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U.S. Registered Mail with postage fully prepaid, and if intended for DISTRICT herein then if addressed to said DISTRICT at 305 Main Street, Klamath Falls, OR 97601; and if intended for OSU, then addressed to OSU at 6923 Washburn Way, Klamath Falls, OR 97603, with a copy to OSU Real Estate at 3015 SW Western Blvd, Corvallis, OR. 97333. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight (48) hours after the deposit thereof in said U.S. Registered Mail, or upon confirmed receipt of electronic mail.
28. **Heirs and Assigns.** All rights, remedies and liabilities herein given to or imposed upon either of the Parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and, so far as this Sublease is assignable by the terms hereof, to the assigns of such Parties.
- In construing this Sublease, it is understood that DISTRICT or OSU may be more than one person; that as the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.
29. **Indemnification.** Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 -- 30.300 and the Oregon Constitution Article XI, Section 7, OSU shall indemnify and defend DISTRICT from any claim, liability, damage or loss as a result of the willful misconduct or negligent acts of OSU, its trustees, officers, employees, and agents. DISTRICT shall indemnify and defend OSU, including its officers, board members, employees and agents, for any claim, liability, damage or loss caused to OSU or others as a result of the willful misconduct or negligent acts of DISTRICT or its employees.

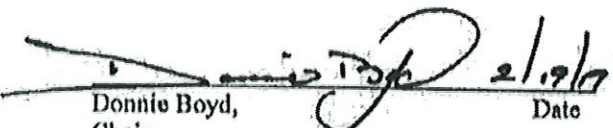
IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this 19th day of February, 2019:

DISTRICT:

Klamath County Extension Service District
6941 Washburn
Klamath Falls, OR 97601

OSU:

Oregon State University
3015 SW Western Blvd
Corvallis, OR. 97333




Donnie Boyd,
Chair

Date



Nicole Neuschwander
Director, Leasing

Date



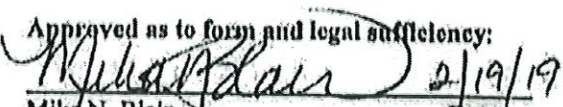
Derrick DeGroot,
Commissioner

Date

Out of Office Today

Kelley Minty Morris,
Commissioner

Date

Approved as to form and legal sufficiency:


Mike N. Blain
Klamath County Counsel

Date

Send form directly to Business Center

Payment Request

Note to Vendor:

Banner Check Date: _____

Payment is enclosed for the following, please do not invoice.

Selected Invoice #: CTA OWRD GD2021

Ship To: Oregon State University
 Dept: Klamath AES
 City: Klamath Falls
 Phone: 541-883-4590 Fax: 541-883-4590

Attn: Brian A. Charlton
 Address: 6941 Washburn Way
 State: OR Zip: 97603
 Email: brian.a.charlton@oregonstate.edu

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Note to Oregon State University Business Affairs:

CTA - I wish to have documents mailed with payment* - Include the documents to be attached in NoliJ using the "Invoice - CTA" doc type.

Pickup - Hold check for Pickup* Name: _____ Phone: _____

Direct Deposit Override - Generate a manual check payment - The Direct Deposit Override box must be checked on FAAINVE during invoice entry.

OWRD

*NOTE: Special Check Handling Requires Document Indicator = 1

Vendor Information - As it appears in Banner

Name: Oregon Water Resources Department Vendor Number: 932-109-926
 Address: 725 Summer St NE Ste A
 City: Salem State: OR Zip: 97301-1266
 Phone: 503-986-0900 Fax: _____ Email: _____

Business / Refund Purpose (be specific - who, what, when, where, why)

Required application fee (examination & recording) for Emergency Use Permit for Groundwater (Drought) for KBREC.

Complete the following for Postage and Supply Orders, Memberships, Subscriptions, etc.

Description of Purchase	Quantity	Unit Price	Total
application fee	1	\$600.00	\$ 600.00
			\$
			\$
			\$
			\$

Shipping & Special Handling Charges \$
Check Total \$ 600.00

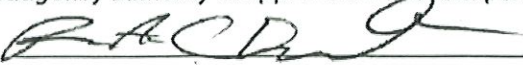
Index Code	Account Code	Activity Code	Amount
AGS713	24999		\$ 600.00
			\$
			\$
			\$
			\$

Contact Name: Brian A. Charlton Phone: 541-591-1255

Prepared By (if different from above): Misty Buckley Phone: 541-883-4590

Departmental Approval

I certify that the expense(s) itemized above has been reviewed and is an accurate, allowable, and appropriate expenditure. It is within my budgetary authority to approve the above expense(s).

Signature: 

Date: 4-7-2021

Printed Name: Brian A. Charlton

Title: Director

Application for an Emergency Use Permit for Groundwater (Drought)



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

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Emergency Use Permit Application Processing

ORS 536.700-780 and OAR 690-019-0040(1) authorize the Director, after the Governor declares that a severe, continuing drought exists, to issue emergency-use permits to replace water not available under an existing right because of the drought. Each application must be for use in a designated drought area.

1. Completeness Determination

The Department evaluates whether the application and accompanying map contain all of the information required under OAR 690-019-0040, OAR 690-019-0050, and OAR 690-019-0100 (www.oregon.gov/owrd/law). When an application does not contain all the information and supporting material required by the application form and these rules, the application will be declared incomplete, and the applicant notified. Additionally, the application may be returned with a request for additional information, and the applicant will have 30 days to complete the application. If the applicant fails to complete the application within 30 days, it will be rejected.

2. Public Notice

Public notice of receipt of emergency use applications and approval of such applications will be included in the Department's regular public notice of applications.

3. Final Order Issued

The Director shall approve an application for emergency water use upon findings that the proposed use will not cause injury to existing water rights and will not impair or be detrimental to the public interest. In evaluating whether the proposed use will impair or be detrimental to the public interest, the Director shall consider the factors described in OAR 690-310-0120 and OAR 690-310-0130.

Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050, ORS 537.615 & OAR 690-019-0040)

Include this checklist with the application

Check that each of the following items is included. The application will be returned if all required items are not included. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

- SECTION 1: APPLICANT INFORMATION AND SIGNATURE
- SECTION 2: PROPERTY OWNERSHIP
- SECTION 3: WELL DEVELOPMENT
- SECTION 4: WATER USE
- SECTION 5: WATER MANAGEMENT
- SECTION 6: DROUGHT INFORMATION
- SECTION 7: KLAMATH BASIN WELL INFORMATION

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Attachments:

- Fees - Amount enclosed: \$ 600
 \$200 Examination fee
 \$400 Recording fee for the first Cubic Foot per Second (CFS) or fraction thereof, and \$100 for each additional CFS or fraction thereof
 * *one CFS equals 448.831 gallons per minute*

Provide a map and check that each of the following items is included:

- Permanent quality and drawn in ink
- Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
- North Directional Symbol
- Township, Range, Section, Quarter/Quarter, Tax Lots
- Reference corner on map
- Location of each well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west). Each well must be identified by a unique name and/or number.
- Indicate the area of use by Quarter/Quarter and tax lot clearly identified
- Number of acres per Quarter/Quarter and hatching to indicate area of use if for supplemental irrigation or nursery
- Location of main canals, ditches, pipelines or flumes
- Other _____