

Lease Agreement Number: 103

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WATER RESOURCES DEPT.  
SALEM, OREGON

**Short-Term Water Right Lease Agreement  
for  
Leases of Existing Water Rights for Instream Use**

This Lease Agreement is between:

**Lessor #1:**

Reed College ( The Reed Institute )  
Attention Mr. Townsend Angell  
3203 SE Woodstock Boulevard  
Portland, Or. 97202-8199  
(503 ) 777-7283

The water right to be leased is located in *Multnomah County*

**Trustee:**

Oregon Water Resources Department  
158 12th Street. NE  
Salem OR 97310  
(503)378-8455

~I.~

- 1.1 Lessor #1 is the owner, or authorized agent for owner (Exhibit A), of property highlighted in Exhibit B.
- 1.2 Lessor #2 is the (Check one) [If Agreement includes multiple lessors, complete same for each additional party.]:
  - Official representative of \_\_\_\_\_, the irrigation district which conveys water to the subject water rights.
  - Owner, or authorized agent for owner, of the storage facility which is the source of the subject water rights.
  - Another party with an interest in the subject water rights representing \_\_\_\_\_.
- 1.3 Exhibit C contains copies of all certificated, decreed or permitted rights attached to the property in Exhibit B. Those rights are listed below as follows [Use additional sheet, if necessary]:

Certificate No. 44546

Permit No. 32907

1.4 **Subject Water Rights.** Lessor proposes to lease all of the water rights listed in 1.3, above.

The rights to be leased are further described as follows:

Certificate No./Permit No.:44546 / 32907

Priority date: September 1, 1967

Type of use: Operate cooling system

Place of use: T. 1 S., R. 1 E., Sec. 13 NW1/4 / SE1/4

Number of acres, if for irrigation: None

Acre feet of storage: None

Rate: 0.16 cfs

Season of Use: January 1 to December 31

Point(s) of Diversion (POD):NW1/4 SE1/4, as projected within Llewellyn DLC 49, Section 13, T. 1 S., R. 1 E., W. M., 140 feet South and 210 feet west from the NE corner, Llewellyn 49

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Conditions or other limitations, if any: None

1.5 **Validity of Rights.** Lessor #1 attests that the subject water rights are legally valid by having been beneficially used according to the terms of the right or permit.

1.6 **Lease.** All Lessors agree to lease the water rights listed in 1.4 for instream use for the term of this Agreement through Lessee to Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-77-077.

1.7 **Suspension of original use.** During the period of the lease, the owner agrees to suspend use of water allowed under the subject water rights and under any water right that is supplemental to the subject water rights.

1.8 **Water use reporting.** The Trustee agrees to fulfill legal obligations related to water use reporting.

~II.~

2.1 **Public Use.** The public use served by the amount, timing and location of the instream use provided for under this lease is (Select one):

- Mitigation of a deficiency in the water supply for an existing instream water right or minimum streamflow located \_\_\_\_\_.
- Mitigation of a deficiency in water supply identified in an application for an instream water right or *Diack* flow located \_\_\_\_\_.
- A specific use or need identified by DEQ, Parks or ODFW and further described in *Exhibit E*.
- Provided by evidence contained in Exhibit E, such as a signed statement by Lessee,

*Special Use Permit 53 - 1395*

or other party, explaining how the lease would benefit recreation, scenic attraction, aquatic and fish life, wildlife habitat and ecological values, pollution abatement, navigation or other public uses.

2.2 **Instream use created by lease.** The instream use to be created is described as follows:

Unnamed Creek

Tributary to Crystal Springs Creek in the Willamette Basin.

Location: Point of diversion to mouth of Crystal Springs Creek.

Priority date of: September 1, 1967

Use: Described in Section 2.1, above

Total volume:

Rate in cfs: 0.16 cfs

Period of use: January 1 through December 31

Conditions to prevent or mitigate injury, if any: The instream flow will be allocated on a daily average basis up to the described rate from September 1, 1999 until December 31, 1999 or until such time that the total duty for the irrigation season is met. The exact acres to be shown in Exhibit D.

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2.3 **Term of lease.** This Lease shall commence on September 1, 1999 and continue through December 31, 1999.

2.4 **Compensation.** The Lessor has agreed to lease a subject water right for the sum of \$1.00, other valuable considerations and for the benefit of the state of Oregon.

2.5 **Flow protection.** The Trustee will regulate use of water from the source, subject to prior appropriation and the agency enforcement guidance, to assure the water is delivered to the point of diversion, and through the reach past junior downstream users, so long as flow is sufficient to meet the demand under priority date of the new instream use (see Section 2.2). No party is required to continuously measure the flow of the waterway described in Section 2.2.

### Optional Provisions

2.6 **Additional monitoring.** Lessor/Lessee intends to manage and participate in the protection of the instream use by: None

2.7 **Modification or termination provisions.** None

~III.~

3 **Watermaster review.** By signature below, the watermaster for the district where the subject water right is located verifies that:

3.1 Lessor #1 is currently entitled to appropriate water under the water rights described in Section 1.4.

- 3.2 A suitable control will be in place so that WRD staff may regulate use of water under the subject right to ensure water is not diverted or applied on lands to which subject right is attached.
- 3.3 Allocation of water to the new instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other rights to use water from the same source.
- 3.4 Necessary conditions to the proposed instream use: Lessor must ensure that none of the acres ( owned or Leased) shown in Exhibit D will receive water during the term of the lease and that the rate for the irrigated acres are not exceeded during the term of the lease.

Watermaster District # 20

Juno Pandian  
 Watermaster Dist. 20  
 Columbia Co. Courthouse  
 St. Helens, Or. 97051

Watermaster: *Juno Pandian* Date: 10/27/99

~IV.~

The Undersigned Lessor/s, Lessee and Trustee declare that, to the best of their knowledge and belief, the information contained in this lease is true, correct and complete.

Lessor: *Jouanese Ayeall* Date: 10/25/99  
*Jon Reed College*

So ordered by Trustee: *Rufus W. Stribling* Date: 10/26/99  
 Director, Oregon Water Resources Department

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