

Lease Agreement Number 183

STATE OF OREGON
WATER RESOURCES DEPARTMENT

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

This Lease Agreement is between:

Lessor:

Harry Stangel

(541) 987-2324

The water right to be leased is located in Grant County.

Lessee:

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

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Trustee:

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

~I~

- 1.1 Lessor is the owner (Exhibit A) of the property highlighted in Exhibit B.
- 1.2 Section 1.2 is not applicable.
- 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:
 - C-1391
- 1.4 **Subject Water Rights.** Lessor proposes to lease the water right listed in 1.3, above.

The right to be leased is described as follows:

Certificate: C-1391

Priority date: July 30, 1915 Type of use: Irrigation

Place of use:

NE¼ NW¼: 17⅓ acres

Section 18

T13S R28E W.M.

Number of acres, if for irrigation: 17⅓ acres

Rate: 0.22 cfs

Duty: 69.3 acft (4 acft per acre)

Season of Use: April 1 through September 30

Point of Diversion (POD): 1140 feet due West of the ¼ corner between Sections 17 and 18, Township 13 South, Range 28 East, W. M. being near the SW corner of the SE¼ of NE¼ of said Section 18.

- 1.5 **Validity of Rights.** Lessor attests that the subject water rights are legally valid by having been beneficially used according to the terms of the right or permit. If the right is for irrigation, beneficial must have occurred in the last five years on all lands indicated in Exhibit D.
- 1.6 **Lease.** Lessor agrees 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.

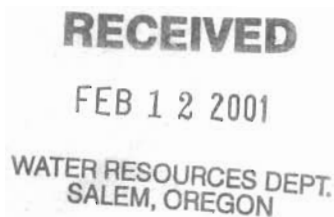
~II~

- 2.1 **Public Use.** The public use served by the amount, timing and location of the instream use provided for under this lease is provided by evidence contained in Exhibit E.
- 2.2 **Instream use created by lease.** The instream use to be created is described as follows:

Bridge Creek (Certificate 1391)

Tributary to John Day River in the John Day River Basin.

Location: From the POD (approximately river mile 0.5) downstream to the next diversion.



Priority date: July 30, 1915
Use: Described in Section 2.1, above
Total maximum volume: 69.3 acft.
Rate in cfs: 0.22 cfs.
Period of use: April 1 through September 30.

Conditions to prevent or mitigate injury, if any: The instream flow will be allocated on a daily average basis up to the rate from July 13 through September 30, or until such time that the total duty for the irrigation season is met. Instream use period has been diminished to 80 days to insure the duty limitation is not exceeded during the period of use described above.

- 2.3 **Term of lease.** This Lease shall commence on April 1, 2001 (not before execution by the parties) and continue through September 30, 2002.
- 2.4 **Compensation.** The Lessor has agreed to lease subject water right for 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 downstream to the next point of diversion, 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 intends to manage and participate in the protection of the instream use by controlling the method of water application to his property in such a manner which would not allow the leased portions of the subject lands to become irrigated.
- 2.7 **Modification or termination provisions.** None

~III~

- 3.0 **Watermaster review.** By signature below, the watermaster for the district where the subject water right is located verifies that:
- 3.1 The Watermaster has attached a fact finding sheet (Exhibit F) outlining potential non-use of the subject water right, however, the Lessor has provided evidence which refutes the non-use claim. Since the Watermaster doesn't have definitive knowledge of the validity of the subject water right, the Lessor is currently entitled to appropriate water under the water rights described in Section 1.4.

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- 3.2 The landowner agrees to take precautions which would not allow the lands enrolled in this leased agreement to become irrigated during the tenure of the lease.
- 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: Irrigated acres to be enrolled in this lease have been identified by staff based on the permit map which accompanied the water right application. Staff note there is a discrepancy between this map and the size and location of the field listed in Certificate No. 1391, however, staff feel a resurvey would not be warranted to satisfy the terms and conditions of this lease.

Special Order Volume 1, Page 355-356 identifies a supplemental water right from the Pinchot and Roosevelt Reservoirs. The ability to direct and beneficially use the water on the subject lands has not existed for many years, therefore, this supplemental water right is suspected to have under gone non-use and is likely no longer valid. The Watermaster feels that cancellation proceedings should be pursued at some point, however, this issue is separate and should not affect the lessor's ability to lease the primary portion from Bridge Creek.

See Condition noted on Exhibit G.

Watermaster: _____ District 4

(Address & telephone) Grant County Courthouse
 201 S. Humbolt Street
 Suite 180
 Canyon City, OR 97820
 (541) 575-0119

Date: _____

~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.

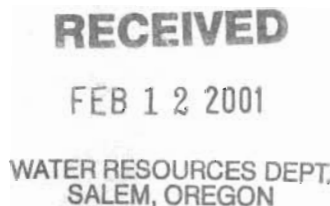
Lessor: _____ Date: _____

Lessee: _____ Date: _____

So ordered by Trustee: _____ Date: _____

Exhibits:

Exhibit A: Copy of Property Deed/Power of Attorney Documentation (if needed)



- Exhibit B: Tax Lot Map of Lessor's property
- Exhibit C: Copies of certificates, permits and decreed rights to be leased
- Exhibit D: Detailed map illustrating lands under subject rights to be leased
- Exhibit E: Identification of public use to be served by instream use
- Exhibit F: Watermaster's Fact Finding Sheet of non-use claims
- Exhibit G: Statement of Fact Regarding Injury Issues

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