

Lease Agreement Number: 170

**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:

Oregon Parks and Recreation Department
1115 Commercial Street NE
Salem, OR 97310-1001
(503) 378-4168

The water right to be leased is located in Gilliam County

Lessee:

State of Oregon

Trustee:

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

~I~

- 1.1 Lessor is the owner, or authorized agent for owner (Exhibit A), of 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:

Certificate No. 31378
- 1.4 **Subject Water Rights.** Lessor proposes to lease a portion of the water rights listed in 1.3, above.

The right(s) to be leased are further described as follows:

Certificate No.: 31378
Source: John Day River
Priority date: August 18, 1949
Type of use: Irrigation
Place of use (map of irrigated lands is in Exhibit D):

NW $\frac{1}{4}$ SW $\frac{1}{4}$ - 20.1 acres (0.0 acres to be leased)

SW $\frac{1}{4}$ SW $\frac{1}{4}$ - 16.3 acres (0.0 acres to be leased)

Section 14

NE $\frac{1}{4}$ SE $\frac{1}{4}$ - 27.0 acres (0.0 acres to be leased)

Section 15

SW $\frac{1}{4}$ NW $\frac{1}{4}$ - 18.4 acres (0.0 acres to be leased)

SE $\frac{1}{4}$ NW $\frac{1}{4}$ - 4.0 acres (0.0 acres to be leased)

NE $\frac{1}{4}$ SW $\frac{1}{4}$ - 8.0 acres (0.0 acres to be leased)

NW $\frac{1}{4}$ SE $\frac{1}{4}$ - 0.2 acres (0.0 acres to be leased)

SW $\frac{1}{4}$ SE $\frac{1}{4}$ - 3.0 acres (0.0 acres to be leased)

Section 16

SE $\frac{1}{4}$ NE $\frac{1}{4}$ - 11.0 acres (0.0 acres to be leased)

SW $\frac{1}{4}$ NE $\frac{1}{4}$ - 6.0 acres (0.0 acres to be leased)

NE $\frac{1}{4}$ SE $\frac{1}{4}$ - 1.5 acres (0.0 acres to be leased)

NW $\frac{1}{4}$ SE $\frac{1}{4}$ - 23.2 acres (0.0 acres to be leased)

NE $\frac{1}{4}$ SW $\frac{1}{4}$ - 0.5 acres (0.0 acres to be leased)

SE $\frac{1}{4}$ SW $\frac{1}{4}$ - 7.6 acres (2.4 acres to be leased)

SW $\frac{1}{4}$ SW $\frac{1}{4}$ - 4.9 acres (0.6 acres to be leased)

Section 17

SE $\frac{1}{4}$ SE $\frac{1}{4}$ - 3.0 acres (0.0 acres to be leased)

Section 18

NE $\frac{1}{4}$ NE $\frac{1}{4}$ - 8.5 acres (0.0 acres to be leased)

NW $\frac{1}{4}$ NE $\frac{1}{4}$ - 12.0 acres (0.0 acres to be leased)

SW $\frac{1}{4}$ NE $\frac{1}{4}$ - 3.5 acres (0.0 acres to be leased)

LOT 7 (NE $\frac{1}{4}$ SW $\frac{1}{4}$) - 2.7 acres (0.0 acres to be leased)

LOT 8 (NW $\frac{1}{4}$ SW $\frac{1}{4}$) - 12.0 acres (0.0 acres to be leased)

Section 19

SE $\frac{1}{4}$ NE $\frac{1}{4}$ - 10.2 acres (0.0 acres to be leased)

Section 22

SW $\frac{1}{4}$ NW $\frac{1}{4}$ - 16.0 acres (0.0 acres to be leased)

Section 23

T 1 S, R 19 E, W.M.

Number of acres, if for irrigation: 219.6 acres (3.0 acres to be leased)

Rate: 3.0 cfs (0.04 cfs to be leased)

Duty: 1098 ac-ft (15.0 ac-ft to be leased)

Season of Use: April 1 to September 30

Point(s) of Diversion (POD): SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 14; SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$,
NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 16; SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 17;
SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 18; NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$
NW $\frac{1}{4}$, Sec. 19; NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 19; SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 22, T. 1 S., R. 19 E., WM

Conditions or other limitations, if any: None

- 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 use must have occurred in the last five years on all lands indicated in Exhibit D.
- 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.

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- 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, such as a signed statement by Lessee, 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:

John Day River, tributary of the Columbia River in the John Day Basin
Location: POD (SE¼ SW¼, Sect. 17, T. 1 S., R. 19 E., WM) to mouth of John Day River.

Priority date: August 18, 1949

Use: Described in Section 2.1, above

Total volume: 15 ac-ft

Rate in cfs: 0.04 cfs

Period of use: April 1 to September 30

Conditions to prevent or mitigate injury, if any: None.

- 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 the sum of \$1.00,

or 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

- 2.7 **Modification or termination provisions.**
Lessor shall have option of terminating lease for the 2002 irrigation season with written notice 30 days prior to April 1, 2002.

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

- 3.1 Lessor is currently entitled to appropriate water under the water rights described in Section 1.4.
- 3.2 A suitable control is/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:

Watermaster: Vern Church, District: 21



Vernon L. Church
P.O. Box 427
(541) 384-4207

Date: 1-5-2001

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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: Michael Canias Date: 2/12/01

So ordered by Trustee: [Signature] Date: 2/21/2001

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