

Lease Agreement Number 93

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

This Lease Agreement is between:

Lessor #1:

Glenn & Joy Stuiivenga
7330 Harmony Rd.
Sheridan, Or. 97378
503-843-2945

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

Lessee/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 Not Applicable. There are no other lessors
- 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. 47759
- 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. 47759
Sources: Mill Creek Tributary of South Yamhill
Priority Date: July 12th, 1945
Type of use: Irrigation
Place of use: 4.9 acres NE/14 NW1/4
2.2 acres NW1/4 NW1/4

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Both as projected within Blair DLC 41
Section 21
T.6s., R.6w., W.M.

Number of acres: 7.1

Rate: 0.089 cubic feet per second

Duty: 17.5 acre feet

Season of Use: April 1 through September 30

Point of Diversion (POD): NE1/4 NW1/4., as projected within Blair DLC 41, Section 21, T.6s., R. 6w., W.M.; 730 feet North and 2480 feet West from the SE corner of Blair DLC 41.

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, 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.

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- 2.2 **Instream use created by lease.** The instream use to be created is described as follows:
All of Certificate No. 47759
Mill Creek Tributary to South Yamhill River in the Willamette Basin,
Location : The Point of diversion (river mile 5.00) described in section 1.4 above, to
Harmony Rd. Bridge (Rm. 4.3).
Priority Date of: July 12th ,1945
Use: Described in Section 2.1 above
Number of acres: 7.1 which all is being leased.
Total volume: 17.75 acre ft.
Rate in cfs: 0.089
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 described rated from June 22nd until September 30, or until
such time that the total duty for the irrigation season is met. The Lessor is to gain access
to Red Prairie Creek for the Watermaster so that he is able to visually inspect or measure
the stream.
- 2.3 **Term of lease.** This Lease shall commence on April 1, 2000
and continue through September 30, 2000
- 2.4 **Compensation.** The Lessor has agreed to lease a 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

- 2.6 **Additional monitoring.** 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; to the best of the Watermasters knowledge:
- 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;

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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 16

William Ferber
Oregon Water Resources Department
158 12th Street NE
Salem, Oregon 97310
(503) 378-8455 Phone; (503)378-6203 Fax

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 #1: Glenn Sturanga + Jay Sturanga Date: 6-21-2000

Lessee: _____ Date: _____

So ordered by Trustee: Thomas J. Ferber Date: 7-20-2000
~~for~~ Director, Oregon Water Resources Department

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 all certificates, permits and decreed rights to be leased

Other Exhibits As Needed:

- Exhibit D: Detailed map illustrating lands under subject rights to be leased
- Exhibit E: Identification of public use to be served by instream use
- Exhibits F, etc:
Information related to Optional Provisions, such as Additional Monitoring or Modifications or Termination of lease

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