

Lease Agreement Number 152

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

This Lease Agreement is between:

Lessor #1: Nancy m. Vargas
(Name, address and telephone number)

Lessor #2,3, etc.:
(Name, address and telephone number)

42067 Hwy 226
Scio, OR 97134
The water right to be leased is located in (Name of County)
Linn Co.

Lessee:
(Name, address and telephone number)

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. <u>57989</u>	Permit No. <u>40129</u>
Certificate No. _____	Permit No. _____
Page No. _____	Decree _____
Page No. _____	Decree _____

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

The rights to be leased are further described as follows:

Certificate No./Permit No.: 57989 / 40129

Priority date: 9-24-75 Type of use: Irrigation

Place of use: Tyos RIE sec 7 NE/4 and NESE and NWSE

(If original use is irrigation, include map of irrigated lands in Exhibit D.)

Number of acres, if for irrigation 5.8 + 10 + 23.8 + 10 + 4.8 + 2 = 56.4

Acre feet of storage: 0

Rate: 1/80th cfs/acre = .705 cfs Duty: 141 acre feet

Season of Use: March thru October

Point(s) of Diversion (POD): NESW sec 7 190 feet & 2200 W from SE

Conditions or other limitations, if any: Corner Shelton Dec 38:

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 Thomas Cr @ Mouth.
- 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.

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

Thomas River/Creek
Tributary to S. Santiam R. in the Willamette Basin.
Location (reach or point) 16.3
[Identify applicable points or reaches of instream use by river mile, description or map.]
Priority date of: 9-24-75
Use: Described in Section 2.1, above Total volume: supporting fish life 190 ac ft.
Rate in cfs: 7
Period of use: Aug & Sept
Conditions to prevent or mitigate injury, if any:

2.3 **Term of lease.** This Lease shall commence on April 1st, 2000
(not before execution by the parties) and continue through Sept. 30, 2000

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: (Describe plans)

2.7 **Modification or termination provisions.** (Describe any such provisions)

~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 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: (Describe, if any)

Watermaster: Michael J. Mattick District 2
(Address & telephone) Central Lane Justice Ct
220 N 5th St
Springfield OR 97477
Date: 8-31-2000

~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: Nancy M Vargas Date: July 17, 00

Lessee: _____ Date: _____

So ordered by Trustee: [Signature] Date: _____
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