

Lease Agreement Number 65

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WATER RESOURCES DEPT.
SALEM, OREGON

**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:
City of Union
P.O. Box 529
Union, OR 97883

The water right to be leased is located in Union 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 N/A

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. 31124
Page No. 100, Grande Ronde River Decree

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 / Permit No.: 31124
Priority date: 1893 Type of use: Municipal
Place of use: City of Union
Rate: 3.0cfs (1.0 of which is to be leased) Duty: N/A
Season of Use: Year Long
Point(s) of Diversion (POD): Union Pipeline - NW¼NW¼, Sec. 28, T.4S, R.40E

Conditions or other limitations, if any:

- 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. 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.** 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.

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

Catherine Creek

Tributary to: Grande Ronde River in the Grande Ronde Basin.

Location: Catherine Creek, from POD within NW¹/₄ NW¹/₄ of section 28, Township 4 South, Range 40 East, WM. to confluence with the Grande Ronde River .

Priority date: 1893

Use: Described in Section 2.1, above

Total volume:

Rate in cfs: 1.0

Period of use:

Conditions to prevent or mitigate injury, if any:

- 2.3 **Term of lease.** This Lease shall commence on June 1, 1998
(not before execution by the parties) and continue through June 1, 2000.
- 2.4 **Compensation.** The Lessor has agreed to lease 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: No Provisions
- 2.7 **Modification or termination provisions.** No 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: None

Watermaster: Richard M. Bush District 6
(Address & telephone) 10507 N McAlister
LaGrande, OR 97850
(541) 523-1031

Date: 6-1-98

~IV~

The Undersigned Lessor, 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: City of Union by Leonard Almqvist Date: 6-1-98
Administrator

So ordered by Lessee/Trustee: Rufus R. Suley Date: 7/8-98

Exhibits:

- Exhibit A: Copy of Property Deed/Power of Attorney Documentation (if needed) N/A
- Exhibit B: Tax Lot Map of Lessor's property
- Exhibit C: Copies of 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