

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

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WATER RESOURCES DEPT.
SALEM, OREGON

This Lease Agreement is between:

Lessor:

William & Becky Noll
68657 Hunter Road
Summerville, OR 97876
(541) 534-6400

Lessee:

Oregon Water Resources Department
158 12th Street. NE
Salem OR 97310
(503) 378-3739 phone
(503) 378-2496 fax

Trustee

Oregon Water Resources Department
158 12th Street. NE
Salem OR 97310
(503) 378-3739 phone
(503) 378-2496 fax

I.

- 1.1 Lessor is the owner (*Exhibit A*), of property highlighted in *Exhibit B*.
- 1.2 Section 1.2 is not applicable.
- 1.3 Exhibit C contains a copy of the certificated right attached to the property in *Exhibit B*.
The right is listed below as follows:

Certificate No. 36810

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

The right to be leased is further described as follows:

Water Right Identification No.: 36810
Priority date: September 30, 1966 Type of use: Irrigation
Place of use: T 1N, R 38E, Section 33, SE¼ SE¼, 34.59 acres
(If original use is irrigation, include map of irrigated lands in *Exhibit D*.)
Number of acres, if for irrigation: 34.59
Acre-feet of storage: None
Rate: 0.87 cfs Duty: 3 acre-feet per acre
Season of Use: March 1-October 31
Point(s) of Diversion (POD): Portable Pumping between points 1140' N. & 800' W. and
550' N. & 5' W. from SE corner Sec. 33, being within SE¼
SE¼, Sec. 33, T 1N, R 38E, W.M., Union County.
Conditions or other limitations, if any: None

- 1.5 **Validity of Rights.** Lessor attests that the subject water right is legally valid by having been beneficially used according to the terms of the right within the last five years and, if the right is for irrigation, on all lands indicated in *Exhibit D*.
- 1.6 **Lease.** Lessor agrees to lease the water right 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 right and under any water right that is supplemental to the subject water right.
- 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:
- X A specific use or need in *Exhibit E* as identified by ODFW.
- 2.2 **Instream use created by lease.** The instream use to be created is described as follows:

Fir Creek

Tributary to Willow Creek (>Grande Ronde River) in the Grande Ronde Basin

Location: from river mile 2.5 downstream to confluence of Fir Creek with Willow Creek

[Identify applicable points or reaches of instream use by river mile, description or map.]

Priority date of: September 30, 1966

Use: Described in Section 2.1, above

Total volume: 103.77 acre-feet

Rate in cfs: 0.484 CFS

Period of use: June 15-September 30

Conditions to prevent or mitigate injury, if any: Lessor agrees to remove portable pump from Fir Creek for length of the lease.

- 2.3 **Term of lease.** This Lease shall commence on March 1, 1996 or the date of final execution by the parties, whichever is later, and continue through October 1, 1996.
- 2.4 **Compensation.** The general nature of the lease compensation is: None.
- 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: possibly collecting information for calculating stream discharge.
- 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:
- 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: None.

Watermaster: *Richard M. Rush*
Rick Lusk
10507 N. McAlister Road
La Grande, OR 97850
(541) 963-1031 phone
(541) 963-9637 fax

District: #6

Date: *2-9-1996*

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: *William E. Hall*

Date: *2-18-96*

Lessee: *Michael V. Pugh*

Date: *5-17-96*

So ordered by Trustee:
Director, Oregon Water Resources Department

Date:

Effective Date of Lease Agreement: *5-17-96*

Exhibits:

- Exhibit A: Proof of property ownership (copy of contract or property deed and tax lot map)
Exhibit B: Map of Lessor's property
Exhibit C: Copies of all certificates, permits and decreed rights attached to property shown in Exhibit B
Exhibit D: Detailed map illustrating lands irrigated by subject rights
Exhibit E: Identification of public use to be served by instream use