

STATE OF OREGON
WATER RESOURCES DEPARTMENT

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

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MAR 27 2000
WATER RESOURCES DEPT.
SALEM, OREGON

This Lease Agreement is between:

Lessor:

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

The water right to be leased is located in Union County

Lessee:

Oregon Water Resources Department
158 12th Street NE
Salem, OR 97301-4172
(503) 378-8455
(503) 378-2496

Trustee:

Oregon Water Resources Department
158 12th Street. NE
Salem OR 97301-4172
(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. 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

(A map of irrigated lands is 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 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:

A specific use or need identified by DEQ, Parks or ODFW and further described in *Exhibit E.*

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

Fir Creek, tributary to Willow Creek in the Grande Ronde Basin

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

Priority date: September 30, 1966

Use: Described in Section 2.1, above

Total volume: 103.77 acre-feet per season

Rate in cfs: 0.484 CFS

Period of use: June 15-September 30 for each year of the lease

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, 2000 (not before execution by the parties) and continue through October 31, 2001.

2.4 **Compensation.** The Lessor has agreed to lease subject water right for the sum of \$1.00, or other valuable considerations, 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: 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

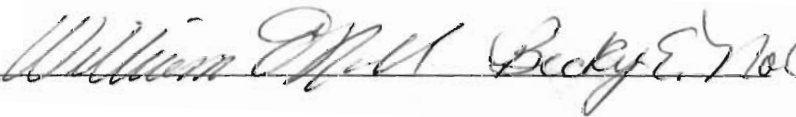


Rick Lusk
District 6 Watermaster
10507 N. McAlister Road
La Grande, OR 97850
(541) 963-1031 phone
(541) 963-9637 fax

Date: 3-9-2000

~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:  (Date: 3-25-00)

So ordered by Trustee:  Date: 4-20-00

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