

**NORTH UNIT IRRIGATION DISTRICT
JEFFERSON COUNTY, OREGON**

ORDINANCE NO. 2015-03

An Ordinance Regarding Solar Energy and Other Development within the North Unit Irrigation District.

Findings:

A. WHEREAS a water right may be subject to forfeiture if the use of water authorized by the water right has not occurred for a period of five successive years, pursuant to ORS 540.610; and

B. WHEREAS there is the potential that land authorized for irrigation pursuant to water rights held by the District may be committed to solar energy projects or other development for a period of greater than five successive years by the owners of said land; and

C. WHEREAS the District is obligated under its repayment contract with the Bureau of Reclamation to keep the full number of acres authorized to receive irrigation water actually receiving water, and subject to the charges and assessments of the District; and

D. WHEREAS the District as the holder of the water rights pursuant to which water is delivered to District patrons has the fiduciary responsibility to prevent the cancellation of water rights as a result of consecutive years of non-use of water; and

E. WHEREAS there is a legal mechanism by which the authorized place of use may be transferred to a new place of use within the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the North Unit Irrigation District as follows:

1. When a landowner receiving water from the District commits any portion of land to a solar energy development project (or any other non-irrigation use) for a term that is longer than five years where the subject land has a District water right appurtenant to it, then the landowner is responsible for permanently transferring the water right off the said land.
2. The landowner shall permanently transfer the water right off the said land in one of two ways:

First, the landowner may transfer said water rights to the District pursuant to the Bargain and Sale Deed attached hereto as Exhibit "A" or the Irrigation Contract and Bargain and Sale Deed attached hereto as Exhibit "B". If the landowner immediately transfers the water rights to the District by the Bargain and Sale Deed as described in Exhibit "A", then all delinquent and current year's assessments and charges shall be paid at the time of execution of the Bargain and Sale Deed to the District. If the landowner proceeds with the Irrigation Contract for transfer and sale of water rights and the Bargain and Sale Deed, then the landowner shall pay all of the District's assessments and charges (including but not limited to construction, operation and maintenance, bond repayment, Safety of Dams, excess water and account charges for the subject real property), plus a \$200.00 processing fee, which may include assessments and charges for two water years. For example, if the Irrigation Contract is signed between April 1st and October 31st, then the landowner shall be responsible for the assessments and charges in the year the Irrigation Contract is entered into and for the subsequent year's assessments and charges. The second year assessments and charges shall be based on the current year's assessments and charges. If the Irrigation Contract is signed on November 1st through March 31st, then only the current year's assessments and charges are required to be paid. The landowner shall also pay all costs associated with Jefferson County Clerk's recording fees.

Second, the landowner may transfer said water rights to an entity other than the District (i.e., to another District water user). If the landowner proceeds in this manner, then the water transfer policies of the District shall be in effect, including but not limited to the requirements that all assessments and charges related to the real property shall be paid at the time of the transfer application. The landowner shall pay all costs associated with the permanent transfer application, including Jefferson County Clerk's recording fees.

3. If the landowner proceeds with the first option set forth in section 2 above, the landowner shall execute the Bargain and Sale Deed, or the Irrigation Contract and Bargain and Sale Deed, prior to the removal of the land from irrigation use. If the landowner proceeds with the second option set forth in section 2 above, the landowner shall file the permanent transfer application with the District and the Oregon Water Resources Department prior to the removal of land from irrigation use.
4. Notwithstanding the requirement that the landowner follow one of the two options set forth in section 2 above, in the event that the landowner does not execute a Bargain and Sale Deed or an Irrigation Contract and Bargain and Sale Deed, or does not submit the permanent transfer application prior to the removal of land from irrigation use, the landowner hereby consents to the District submitting a transfer application to remove the water right from the subject land, notwithstanding the requirements contained in ORS 540.572. The landowner will remain responsible for the costs associated with the permanent transfer, all charges and assessments of the District pending the transfer, and any and all costs associated with temporarily leasing the water to instream use until a new place of use is approved.
5. Any transfer of water rights creating newly established water rights upon lots or parcels of five acres or less shall comply with Ordinance No. 2006-06.

This Ordinance shall take effect immediately upon adoption by the Board of Directors.

Adopted by the Board of Directors of North Unit Irrigation District at a regular meeting held on the 14th day of July, 2015, by the following votes.

AYES: 5


NAYS: 0

ABSENT: 0

Approved this 14th day of July, 2015.


MARTIN RICHARDS, Chairman

ATTEST:


MIKE BRITTON, Secretary-Manager