

STATE OF OREGON

COUNTY OF LAKE

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

WAYNE CLARK
68 LEVERONI COURT SUITE 200
NOVATO CA 94949

confirms the right to store water perfected under the terms of Permit R-11347. The amount of water used to which this right is entitled is limited to the amount used beneficially, and shall not exceed the amount specified, or its equivalent in the case of rotation, measured at the point of diversion from the source. The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: R-70484

SOURCE OF WATER: CHEWAUCAN RIVER, A TRIBUTARY OF LAKE ABERT

STORAGE FACILITY: RIVERS END RESERVOIR

PURPOSE or USE: STORAGE FOR WILDLIFE HABITAT AND IRRIGATION TO BE APPROPRIATED UNDER APPLICATION S-70921, PERMIT S-51164

MAXIMUM STORAGE VOLUME: 1839.0 ACRE-FEET EACH YEAR

DATE OF PRIORITY: JULY 16, 1990

The dam is located as follows:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances From Map to Accompany Claim of Beneficial Use received on February 10, 2012
35 S	21 E	WM	21	SW SW	918 FEET NORTH AND 1352 FEET WEST FROM N1/4 CORNER, SECTION 28

The area submerged by the reservoir is as follows (from Map to Accompany Area-Capacity Curve received on September 11, 2015):

Twp	Rng	Mer	Sec	Q-Q
35 S	20 E	WM	13	NE NE
35 S	21 E	WM	17	NW SW
35 S	21 E	WM	17	SW SW
35 S	21 E	WM	17	SE SW
35 S	21 E	WM	18	SW NE
35 S	21 E	WM	18	NW NW
35 S	21 E	WM	18	SW NW
35 S	21 E	WM	18	SE NW

NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.484 and ORS 536.075. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to ORS 183.484, ORS 536.075 and OAR 137-004-0080, you may petition for judicial review and petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied. In addition, under ORS 537.260 any person with an application, permit or water right certificate subsequent in priority may jointly or severally contest the issuance of the certificate within three months after issuance of the certificate.

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

LEASE

THIS AGREEMENT, made and entered into this ____ day of _____, 19____, by and between _____, hereinafter called the Lessors, for themselves, their heirs, executors, administrators, successors, and assigns, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or authorized representative, hereinafter called the Service;

WITNESSETH:

WHEREAS, the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-742-j), authorizes the Secretary of the Interior to acquire interest in tracts of land, and

1. In consideration of the benefits inuring to the Lessors as a result of this Lease hereinafter specified, the Lessors hereby lease to the Service, upon the terms and conditions hereinafter set forth, the lands and other interests therein owned by them for the purpose of maintaining the land for wildlife habitat development and management purposes situated and lying in the County of Lake, State of Oregon, containing 1,125 acres, more or less, and particularly described as follows:

T35S, R20W, of the Willamette Meridian, Section 13 part of the NE 1/4 NE 1/4

T35S, R21W, of the Willamette Meridian, Section 17 part of the S 1/2 SW 1/4

Section 18, parts of the S 1/2, NW 1/4, and SW 1/4 NE 1/4
Section 19, parts of the E 1/2
Section 20, parts of the S 1/2, NW 1/4 and SW 1/4 NE 1/4
Section 21, parts of S 1/2, S 1/2 N 1/2
Section 28, parts of NW 1/4
Section 29, parts of N 1/2

Said tract of land is also designated and described on the attached map (incorporated by reference herein).

2. The term of this Lease shall be in perpetuity, commencing on the date of acceptance of this Lease by the Service.
3. The Service's habitat development project under the terms of this lease shall be considered capital improvements with an estimated cost of \$35,000.
4. Lessors for and in consideration of \$1.00 in hand paid by the Service, the receipt whereof is hereby acknowledged, grant unto the Service the right to accept this Lease within 3 months from the execution thereof by the Lessors, or any subsequent date as may be mutually agreed upon during the term of this option to lease.

5. This lease may be amended at any time by mutual agreement of the parties. This lease may also be terminated by thirty (30) days written notice by either party. Upon termination, the Service shall be entitled to remove at its election, any wildlife management structures placed on the land at its expense. The Service shall have no obligation to restore the land to its original condition upon expiration or termination of this Lease. Should this Lease be terminated by the Lessors, the Lessors shall reimburse the Service for the cost of all capital improvements.

6. Any improvements placed upon the property of the Lessors by the Service shall become the property of the Lessors at the expiration of this Lease, or upon payment of reimbursement of such costs to the Service in accordance with paragraph 5 above, unless specified otherwise in the Special Provisions of this Lease.

7. This lease is expressly conditioned and contingent upon appropriations being available for necessary capital improvements. In case an appropriation necessary to carry out this Lease is not made, the Lessors upon receipt of written notice to this effect from the Service hereby releases the Service from all liability for failure to perform due to the failure of such appropriation. In such case, the Lease will be null and void.

SPECIAL PROVISIONS

1. The Service, or its authorized representatives shall have the right of access over any and all lands of the Lessors, as is reasonably necessary for the limited purpose of verifying compliance with the terms and conditions of the lease and exercising the Service's rights under the lease.

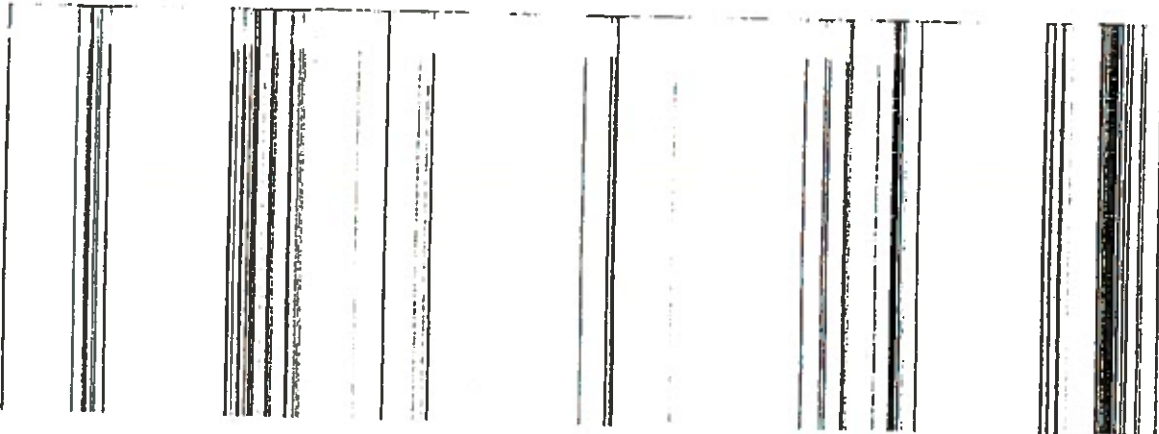
2. The Service shall have the right to alter the land in any way consistent with management of the premises for wildlife habitat development and management purposes, including but not necessarily limited to the restoration of wetlands by plugging drainage ditches and/or breaking tiles, installing water control structures, seasonal predator management, and planting vegetative cover with the right of ingress and egress to said tract. Said management is to be performed by the Service or its authorized representatives.

3. It is specifically stipulated that the Lessors shall continue to be responsible for the control of noxious weeds on the leased premises as prescribed by State statutes and regulations.

4. It is not intended, by this Lease, that the Service will assume any additional jurisdiction to enforce hunting or trespass laws or regulations, nor shall the Service be liable for damages or injuries sustained by such activities.

5. The Lessors shall maintain the above-described area as a wildlife habitat area and agrees:

- a. that Lessors will care for and maintain, preserve or otherwise protect said lease area, under the supervision of the Service.
- b. that Lessors will take reasonable care to prevent damage by fire, spraying, or grazing by domestic stock.



- c. that only spot mowing for weed control on the above-described area is permitted. Coordination with and written approval from the Service, through the issuance of a Special Use Permit, is required for any mowing or haying activity.
6. The Service will not be held liable in any way at the termination of this Lease to restore farmland, water drainage systems (i.e., tile lines, water outlets and inlets, open drainage ditches, and other structures) to a condition existing prior to the habitat restoration project.
7. It is further agreed by the parties hereto that any additions to this Lease are herein written as follows and that there are no verbal additions to this Lease.
- a. Minimum water levels at the dam shall be as follows:
- September 1 - December 1: Dam gates closed to bring water level in reservoir immediately upstream of the dam to elevation 4,280 or higher as quickly as possible to maximize use by migrating waterfowl and other birds.
- December 2 - June 1: Water level in reservoir immediately upstream of dam to be held at elevation 4,280 or higher for migratory and nesting waterfowl and other birds.
- June 2 - July 1: Water level may be slowly dropped to minimum pool elevation 4,277 if lessor wishes to do so.
- July 2 - September 1: A minimum reservoir pool will be maintained at elevation 4,277 or higher to provide waterfowl brood habitat and other wildlife benefits.
- The pool level from April 1 through July 1 shall not increase to avoid flooding nests of breeding birds but may decrease to minimum levels stated above. I.E. Water levels will not fluctuate up and down but may slowly decrease to minimum elevations stated above.
- b. Pond excavations, canals and small dikes or dams shall be completed by Lessor within 2 years of lease date.
- c. Lessors shall be responsible for obtaining all necessary Federal, state, county or other required permits or licenses.
8. Title to the leased premises is subject to the following exceptions and reservations, and Lessors warrant that there are no other outstanding rights of any kind attaching to said lands:
- a. Easements, if any, for all roads, drainage and water ditches, and public utilities as may be located on and across the premises.
- b.

9. Notice of acceptance of this Agreement and the date thereof shall be given to the Lessors by mail addressed to:

James R. Stewart
HC 60, Box 1800
Lakeview, Oregon 97630

and such notice shall be binding upon all the Lessors without sending a separate notice to each.

10. Pursuant to Section 22, Title 41, United States Code, it is further mutually agreed that no member of or delegate to Congress or resident commissioner, after his/her election or appointment, and either before or after he/she has qualified and during his/her continuance in office, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon; but this provision shall not be construed to extend to this Lease contract if made with a corporation for its general benefit.

11. The Service assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage.

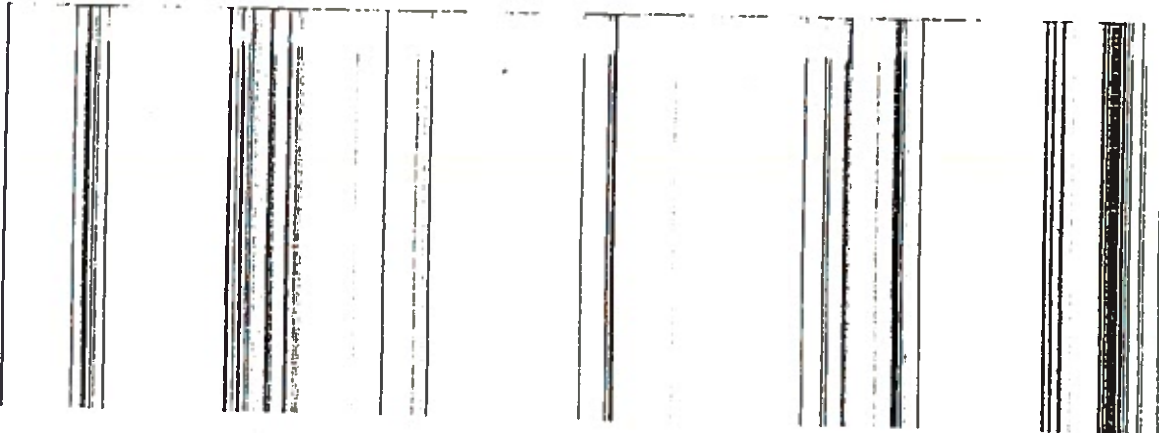
IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals on the day first above written.

Lessor

Lessor

Mortgage/Contract Holder

Mortgage/Contract Holder



----- ACKNOWLEDGMENTS -----

State of _____)
County of _____) SS.

On this _____ day of _____, in the year 19____, before me personally appeared _____ and _____ (husband and wife), known to me to be the person(s) who (is)(are) described in and who executed the forgoing instrument and acknowledged to me that (he)(she)(they) executed the same as (his)(her)(their) free acts and deed.

Notary Public _____
County, _____

My commission expires: _____

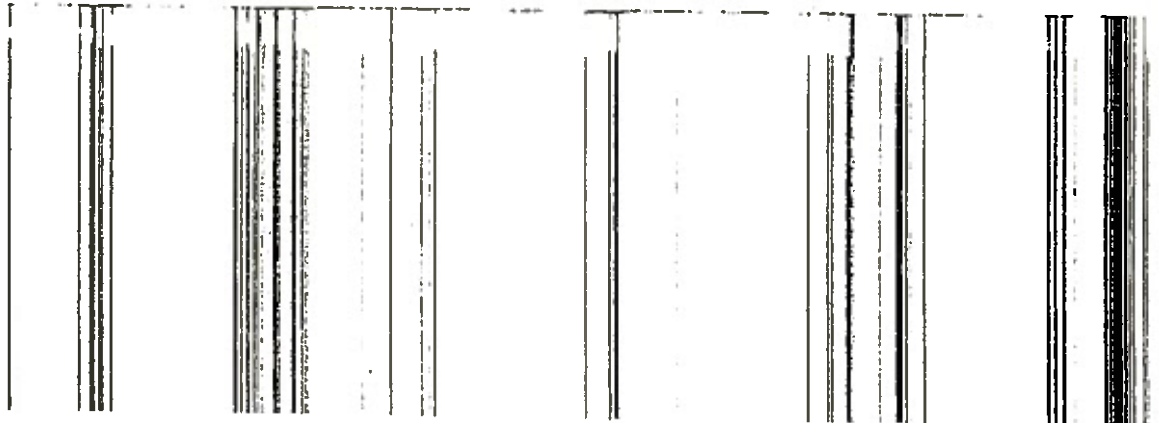
----- ACCEPTANCE -----

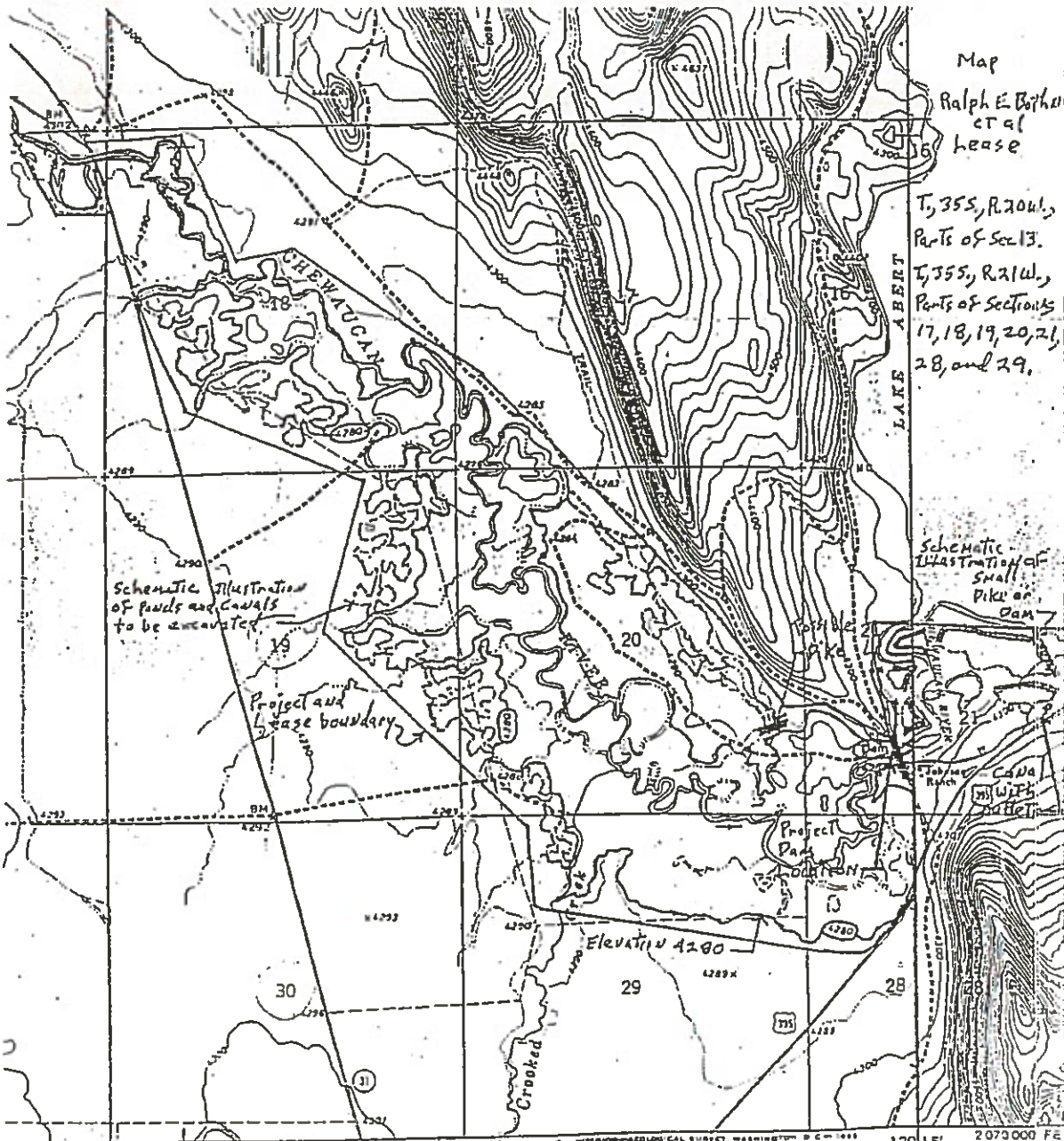
The Secretary of the Interior, acting by and through his authorized representative, has executed this agreement on behalf of the United States of America on this _____ day of _____, 19____.

By: _____

Title: _____

U.S. FISH AND WILDLIFE SERVICE





Map
Ralph E. Bothel
et al
Lease

T, 35S, R. 20W.,
Parts of Sec 13.
T, 35S, R. 21W.,
Parts of Sections
17, 18, 19, 20, 21,
28, and 29.

Schematic Illustration
of Ponds and Canals
to be excavated

Project and
Lease boundary

Schematic
Illustration of
Small
Pike or
Dam

Elevation 4280

Crooked
Creek

Project
Park

Cadastral
Map with
Public Trust

172 173 174 175
17°30' R. 21 E. 173
VALLEY FALLS U.S. 385 1.1 MI.

© SUPERINTENDENT OF THE GEOLOGICAL SURVEY WASHINGTON D.C. 20541
VALLEY FALLS 1.5 MI. 172 173 174 175
2070000 FEET

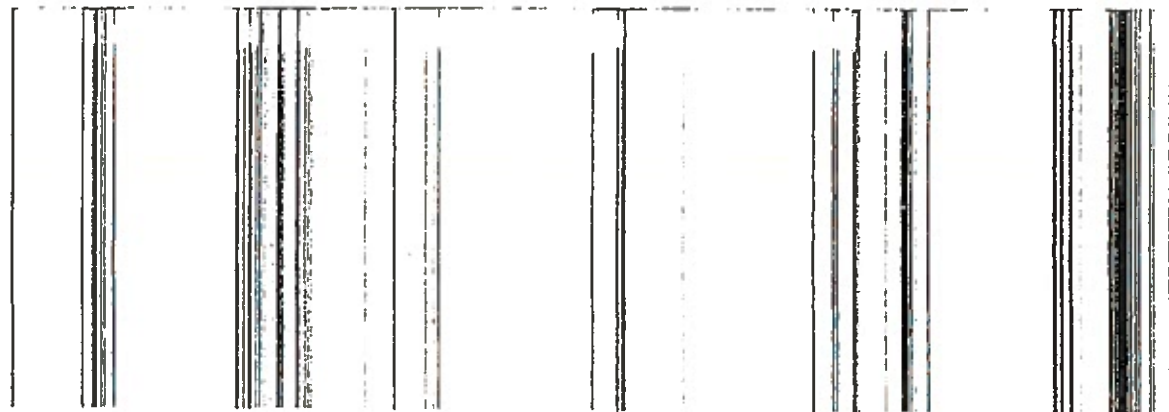


ROAD CLASSIFICATION
Medium-duty _____ Light-duty _____
Unimproved dirt - - - - -
□ U.S. Route ○ State Route



COGLAN BUTTES SE, OREG

Mapped, edited, and
control by USGS and
topography by photogrammetry
photographs taken 1955
polyconic projection.
10,000-foot grid base
datum zone
1000-meter Universal
datum zone 10, shown in blue
areas covered by dashed
lines are subject to control



Twp	Rng	Mer	Sec	Q-Q
35 S	21 E	WM	18	NE SE
35 S	21 E	WM	18	NW SE
35 S	21 E	WM	18	SW SE
35 S	21 E	WM	18	SE SE
35 S	21 E	WM	19	NE NE
35 S	21 E	WM	19	SE NE
35 S	21 E	WM	20	NE NW
35 S	21 E	WM	20	NW NW
35 S	21 E	WM	20	SW NW
35 S	21 E	WM	20	SE NW
35 S	21 E	WM	20	NE SW
35 S	21 E	WM	20	NW SW
35 S	21 E	WM	20	SW SW
35 S	21 E	WM	20	SE SW
35 S	21 E	WM	20	NE SE
35 S	21 E	WM	20	NW SE
35 S	21 E	WM	20	SW SE
35 S	21 E	WM	20	SE SE
35 S	21 E	WM	21	NW SW
35 S	21 E	WM	21	SW SW
35 S	21 E	WM	21	SE SW
35 S	21 E	WM	28	NE NW
35 S	21 E	WM	28	NW NW
35 S	21 E	WM	28	SW NW
35 S	21 E	WM	28	SE NW
35 S	21 E	WM	29	NE NE
35 S	21 E	WM	29	NW NE
35 S	21 E	WM	29	SW NE
35 S	21 E	WM	29	SE NE
35 S	21 E	WM	29	NE NW
35 S	21 E	WM	29	SE NW

The dam shall be operated and maintained according to the approved plans and specifications dated July 16, 1990, on file with the Water Resources Department.

The outlet gate shall be cycled at least once each year and shall be fully operational. The embankment and spillway shall be kept clear of brush, debris, and burrowing animals.

The storage of water allowed herein is subject to the installation and maintenance of an outlet pipe, or the provisions of other means to evacuate water when determined necessary by the Water Resources Director to satisfy prior downstream rights.

THE WATER USER SHALL COMPLY WITH THE LAND MANAGEMENT AND RESERVOIR OPERATION PROVISIONS CONTAINED IN THE DRAFT LEASE AGREEMENT BETWEEN THE U.S. FISH AND WILDLIFE SERVICE AND THE WATER USER WHICH IS HEREBY REFERENCED AND MADE A PART OF THIS CERTIFICATE (ATTACHED).

SHOULD A LEASE AGREEMENT BE NEGOTIATED AND SIGNED BY THE OREGON DEPARTMENT OF FISH AND WILDLIFE, THE U.S. FISH AND WILDLIFE SERVICE AND THE WATER USER, THE SIGNED DOCUMENT SHALL SUPERSEDE THE REFERENCED DRAFT LEASE WHEN IT IS DELIVERED TO AND APPROVED BY THE WATER RESOURCES DEPARTMENT.

ADDITIONALLY, INFLOW WHICH EXCEEDS THE USES ALLOWED WITHIN THIS RIGHT OR CAUSES THE RESERVOIR LEVELS TO EXCEED THOSE LISTED IN EITHER ABOVE REFERENCED LEASE SHALL BE PASSED THROUGH THE RESERVOIR.

THE WATERMASTER MAY REGULATE WATER USE WHEN THE OREGON DEPARTMENT OF FISH AND WILDLIFE NOTIFIES THE WATERMASTER OF NONCOMPLIANCE WITH THE ABOVE REFERENCED LEASE.

Failure to comply with any of the provisions of this right may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the right.

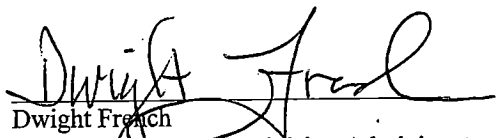
This right is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.

By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

The storage of water allowed herein may be made only at times when sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows.

The right to store water for the above purpose is restricted to beneficial use at the place of use described.

Issued APR 25 2019


Dwight French
Water Right Services Division Administrator, for
Thomas M. Byler, Director
Oregon Water Resources Department

