

STATE OF OREGON

COUNTY OF LAKE

PERMIT TO APPROPRIATE THE PUBLIC WATERS

THIS PERMIT IS HEREBY ISSUED TO

RIVERS END RANCH  
C/O JAMES STEWART  
HC 60, BOX 1300  
LAKEVIEW, OREGON 97630

503-947-2722

to use the waters of RIVERS END RESERVOIR, CONSTRUCTED UNDER APPLICATION R-70484, PERMIT R-11347 AND CHEWAUCAN RIVER, a tributary of ALBERT LAKE, for RESERVOIR STORAGE FOR WILDLIFE HABITAT AND IRRIGATION OF 968.8 ACRES.

This Permit is issued approving Application 70921. The date of priority is NOVEMBER 14, 1990. The use is limited to not more than A TOTAL OF 24.0 CUBIC FEET PER SECOND, (CFS), BEING 10 CFS FOR RESERVOIR MAINTENANCE FOR WILDLIFE HABITAT AND 14 CFS FOR IRRIGATION, or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

SE 1/4 SW 1/4, SECTION 21, T 35 S, R 21 E, W.M.; 860 FEET NORTH AND 1460 FEET EAST FROM SW CORNER, SECTION 21.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to ONE-FORTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 4.0 acre-feet per acre for each acre irrigated during the irrigation season of each year from direct flow and storage.

The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

THE PERMITTEE 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 PERMITTEE WHICH IS HEREBY REFERENCED AND MADE A PART OF THIS PERMIT (ATTACHED).

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

ADDITIONALLY, INFLOW WHICH EXCEEDS THE USES ALLOWED WITHIN THIS PERMIT 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.

A description of the proposed place of use under this Permit is as follows:

SW 1/4 NW 1/4	9.6 ACRES
NW 1/4 SW 1/4	3.2 ACRES
SECTION 28	
SW 1/4 NE 1/4	34.0 ACRES
SE 1/4 NE 1/4	24.0 ACRES
NE 1/4 NW 1/4	13.0 ACRES
NW 1/4 NW 1/4	40.0 ACRES
SW 1/4 NW 1/4	40.0 ACRES
SE 1/4 NW 1/4	40.0 ACRES
SECTION 29	

NE 1/4 SW 1/4 40.0 ACRES  
 NW 1/4 SW 1/4 40.0 ACRES  
 SW 1/4 SW 1/4 40.0 ACRES  
 SE 1/4 SW 1/4 40.0 ACRES  
 NE 1/4 SE 1/4 35.0 ACRES  
 NW 1/4 SE 1/4 40.0 ACRES  
 SW 1/4 SE 1/4 36.0 ACRES  
 SE 1/4 SE 1/4 5.0 ACRES

## SECTION 29

NE 1/4 NE 1/4 40.0 ACRES  
 NW 1/4 NE 1/4 37.8 ACRES  
 SW 1/4 NE 1/4 30.0 ACRES  
 SE 1/4 NE 1/4 40.0 ACRES  
 NE 1/4 SE 1/4 40.0 ACRES  
 NW 1/4 SE 1/4 17.9 ACRES  
 SW 1/4 SE 1/4 7.4 ACRES  
 SE 1/4 SE 1/4 40.0 ACRES

## SECTION 30

NE 1/4 NE 1/4 40.0 ACRES  
 SE 1/4 NE 1/4 39.5 ACRES  
 NE 1/4 SE 1/4 16.4 ACRES

## SECTION 31

NW 1/4 NE 1/4 6.3 ACRES  
 NE 1/4 NW 1/4 37.3 ACRES  
 NW 1/4 NW 1/4 40.0 ACRES  
 SW 1/4 NW 1/4 39.5 ACRES  
 SE 1/4 NW 1/4 2.0 ACRES  
 NW 1/4 SW 1/4 14.9 ACRES

## SECTION 32

TOWNSHIP 35 SOUTH, RANGE 21 EAST, W.M.

This development was reviewed and approved by the Water Resources Commission on FEBRUARY 1, 1991.

Actual construction work shall begin on or before February 4, 1992, and shall be completed on or before October 1, 1992. Complete application of the water to the use shall be made on or before October 1, 1993.

\*

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

Diversion screening facilities shall be designed, installed, and operated to Oregon Department of Fish & Wildlife specifications.

This permit 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 use 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.

Issued this date, FEBRUARY 4, 1991.

/s/ WILLIAM H. YOUNG

Water Resources Department  
 William H. Young  
 Director

Application 70921  
 Basin 13  
 70921.MM

Water Resources Department  
 Volume 2A Chewaucan River  
 MGMT.CODE 5AW-1BF

PERMIT 51164  
 District 12

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. Borthall  
 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  
 Small  
 Dam

Schematic Illustration  
 of Ponds and Canals  
 to be excavated

Project and  
 Lease boundary

Possible  
 Dam

Johnson  
 Ranch

Canal  
 with  
 outlet

Project  
 Dam  
 location

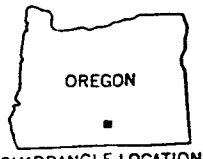
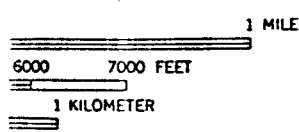
Elevation 4280

Crooked

2070000 FEET

17'30" R. 21 E. 173  
 VALLEY FALLS (U.S. 395) 1.1 MI.

INTERIOR—GEOLOGICAL SURVEY, WASHINGTON, D. C.—1968  
 VALLEY FALLS 1.5 MI. 725000mE



ROAD CLASSIFICATION  
 Medium-duty \_\_\_\_\_ Light-duty \_\_\_\_\_  
 Unimproved dirt - - - - -  
 U. S. Route (rectangle symbol) State Route (circle symbol)

COGLAN BUTTES SE, OREG

Mapped, edited, and  
 control by USGS and  
 topography by photog  
 photographs taken 19  
 polyconic projection.  
 0,000-foot grid base  
 bath zone  
 000-meter Universal  
 one 10, shown in blu  
 areas covered by dash  
 re subject to control