

Lease Agreement No.: 0011.02

SHORT TERM WATER RIGHT LEASE AGREEMENT

(Leases of Existing Water Rights For In-stream Use)

This LEASE AGREEMENT is made between

Jackson County (Lessor),

Oregon Water Trust (Lessee), and the

Oregon Water Resources Department (Trustee)



1.1 Lessor is the owner of property described in *Exhibit A*, having water rights that are to be leased.

1.2 The following water rights are appurtenant to the property in *Exhibit A*: [Attach applicable document(s).]

Certificate Nos. **36708 and 9693**, *Exhibit B*.

1.2.1 Lessor proposes to lease all of the water rights listed in 1.2. The rights to be leased are further described for each right as follows:

Water Right Identification No.: **36708**

Priority date of: **1898**

Use: **Irrigation**

Place of use: (*Exhibit C-Map*)

T 36S, R 1W, S 6, SE 1/4, NW 1/4, 13.8 acres

T 36S, R 1W, S 6, NE 1/4, SW 1/4, 25 acres

T 36S, R 1W, S 6, SE 1/4, SW 1/4, 33 acres

No. acres: **71.8**

Rate: **1.79 cfs**

Duty:

Season: **April 1 to September 30**

Point of diversion (POD):

T 35S, R 1W, S 16, SW 1/4, NW 1/4

Conditions or other limitations, if any:

Water Right Identification No.: 9693
Priority date of: April 16, 1921
Use: Irrigation
Place of use: (Exhibit C-Map)
T 35S, R 1W, S 31, SE 1/4, NE 1/4, 3 acres
T 35S, R 1W, S 31, NE 1/4, SE 1/4, 25 acres
T 35S, R 1W, S 31, NW 1/4, SE 1/4, 3 acres
T 35S, R 1W, S 31, SW 1/4, SE 1/4, 20 acres
No. acres: 51
Rate: .64
Duty:
Season: April 1 to September 30
Point of diversion (POD):
T 35S, R 1W, S 20, NE 1/4, SW 1/4-at the center of Section 20
Conditions or other limitations, if any:

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WATER RESOURCES
SALEM, OREGON

- 1.2.2 Lessor attests that the water rights identified in 1.2.1 have been beneficially used on all of the lands subject to the lease, or for any other use specified on the water right, within the last five years.
- 1.3 Pursuant to the provisions of ORS 537.348(2) and OAR 690-77-077, Lessee desires to lease the water rights listed in 1.2.1 for in-stream use.
- 1.4 The amount, timing and location of the in-stream use provided for under this lease will serve public use(s) as indicated by:

specific uses and needs identified in Exhibit E as signed off by ODFW.

II.

THE PARTIES AGREE AS FOLLOWS:

- 2.1 **Lease.** Lessor agrees to lease through lessee to holder, the water rights listed in 1.2.1 for use as an in-stream water right during the term of this agreement. Lessor agrees to donate the water right herein to the Oregon Water Trust as a charitable contribution for the benefit of the people of the state of Oregon.

2.2 **The In-stream Rights Created by the Lease.** Described as follows: JUL 20 1995

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SALEM, OREGON

Certificate No.: 36708

Rogue River

Tributary to **Pacific Ocean** in **Rogue Basin**

Location **RM 138 to 0**

[Identify the applicable point or reach(s) of the in-stream right by river mile, description, or map]

Use is described in section 1.4

Total Volume --

Rate **1.79 cfs**

Period of Use **April 1 to September 30, 1995**

Date of priority **1898**

Conditions to prevent or mitigate injury (if any): **None**

Certificate No.: 9693

Rogue River

Tributary to **Pacific Ocean** in **Rogue Basin**

Location **RM 138 to 0**

[Identify the applicable point or reach(s) of the in-stream right by river mile, description, or map]

Use is described in section 1.4

Total Volume --

Rate **.64 cfs**

Period of Use **April 1 to September 30, 1995**

Date of priority **April 1, 1921**

Conditions to prevent or mitigate injury (if any): **None**

2.3 **Suspending the original use.** During the period of the lease the owner agrees to suspend the use of water under the original rights and any supplemental right for the same use on the same property.

2.4 **Term.** This Lease shall commence on **April 1, 1995** or no sooner than its execution by the parties and shall continue thereafter through **September 30, 1995**.

2.5 **Flow Protection.** The trustee will regulate use of water from the source, subject to prior appropriation and agency enforcement guidance, to assure that the water is delivered to the point of diversion, and through the reach past downstream users so long as flow is sufficient to meet the demands under this date of priority. No party is required to continuously measure the flow of the river described in Paragraph 2.2.

2.6 **Additional monitoring.** The lessee intends to manage and participate in the protection of the in-stream rights as follows: [optional]

2.7 **Water Use Reporting.** [as required]

2.8 **Termination Provisions.** [optional]

2.9 **Watermaster Review.** By signature below, the Watermaster for the District where the reach of the river described in Paragraph 1.2 is located, verifies the following:

2.9.1 The Lessor is currently entitled to appropriate water under the water rights described in Paragraph 1.2.1.

2.9.2 A suitable control device is/will be in place so that use of water under the rights described in Paragraph 1.2.1 may be regulated to insure water will not be diverted or applied to the lands described in 1.2.1. or used for any other use described in 1.2.1.

2.9.3 Allocation of the water described in Paragraph 2.2 during the term of this lease is not reasonably expected to cause injury to other rights for use of water from the same source.

2.9.4 Any necessary conditions: **None**

Watermaster: *Bruce P. Smith* (District 14)

Date: 6-14, 1995

THE UNDERSIGNED LESSOR, 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: *Frank M. [Signature]* Date: 6-14, 1995
(Owner of the land described in Paragraph 1.1)

Lessee: *Andrew [Signature]* Date: July 6, 1995

So ordered by trustee: *Rebecca A. Krey Admin.* Date: Aug 23, 1995
(Oregon Water Resources Department)

Effective Date: _____, 19____

WATER RIGHT LEASE AGREEMENT

*Approved as to form
Georgia Daniels
County Counsel*

RF
JUL 26 1995
WATER RES.
SALEM, OREGON