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WATER RESOURCES DEPT.  
SALEM, OREGON

Lease Agreement No. 9720.01

**SHORT TERM WATER RIGHT LEASE AGREEMENT**

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

This LEASE AGREEMENT is made between:

**(Lessor #1)**

U.S. Bureau of Land Management

P.O. Box 550

Prineville, Oregon 97754

(541) 416-6747

**(Lessee)**

Oregon Water Resources Department

158 12th Street NE

Salem, Oregon 97310-0210

and **(Trustee)**

Oregon Water Resources Department

158 12th Street NE

Salem, Oregon 97310-0210

1.1 Lessor #1 is the owner or authorized agent for the owner (*Exhibit A*), of property shown in *Exhibit B*, having water rights that are to be leased.

1.2 The following water right is appurtenant to the property in *Exhibit B*: [Attach applicable document(s).]  
Certificate No. 1343, *Exhibit C*.  
Permit No. 1468, *Exhibit C*.

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

Water Right Identification No.: C-1343

Priority date of: October 23, 1912

Use: Irrigation

Place of use: (*Exhibit D*, if applicable):

6 acres in NE1/4 NE1/4

Section 19

T. 7S., R. 19E., W.M.

No. acres: 6.0

Rate: 0.08 cfs

Duty: shall be limited to a diversion not to exceed 4 acre feet per acre for each acre irrigated during the irrigation season of each year.

Season: April 1 - September 30

Point(s) of diversion (POD): being within the SW1/4 NE1/4 Section 19, T. 7S., R. 19E., W.M.

Conditions or other limitations: Duty has been set to match other permitted rights in the area.

1.2.2 Lessor #1 attests that the water right that is to be leased, identified in 1.2.1. has 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 right 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 uses (s) as indicated by: (check one or more)

deficiencies in the water supply for an instream water right #\_\_\_\_\_.

unsatisfied needs identified in an application for an instream water right or Diack flow,

specific uses and needs identified in *Exhibit E* as signed off by ODFW, PARKS, or DEQ.

another specified piece of evidence in *Exhibit E*, such as, a statement signed by the lessee, or some other person, explaining how the lease would benefit

recreation, scenic attraction, aquatic and fish life, wildlife habitat and ecological values, pollution abatement, navigation, or other public uses.

II.

THE PARTIES AGREE AS FOLLOWS:

- 2.1 **Lease.** Lessor agrees to lease through lessee to holder, the water right listed in 1.2.1 for use as an in-stream water right during the term of this agreement. The general nature of the compensation is \$1.00.
- 2.2 **The In-stream Right Created by the Lease.** Described as follows:  
Sorefoot Creek  
Tributary to John Day River in Columbia Basin  
Location at the point of diversion as listed in 1.2.1.  
Use is described in section 1.4  
Total Volume An amount not to exceed 24 acre feet.  
Rate(s) (cfs) 0.08 cfs  
Period of Use: Upon execution of the lease by the parties through such time that the total acft limitation has been reached.  
Date of priority October 23, 1912  
Conditions to prevent or mitigate injury: 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 right and any supplemental right for the same use on the same property.
- 2.4 **Term.** This Lease shall commence on or not before execution by the parties and shall continue thereafter through September 30, 1997.
- 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 that the water is delivered to the point of diversion 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.** None
- 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 #1 is currently entitled to appropriate water under the water right 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 right 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:

Watermaster: Kalvin B. Rein (District 4)

Date: May 14 1997

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 #1:  Date: 4/22 1997  
(Owner(s) of the land described in Paragraph 1.1)

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_ 19\_\_\_\_