

Lease Agreement Number (assigned by WRD): ^{BR} ~~L-329~~ L-48

**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

**Short-Term Water Right Lease Agreement
Pursuant to ORS 537.348(2) and OAR 690-077-0077
for
Leases of Existing Water Rights for Instream Use**

This Lease Agreement is between:

Lessor #1:

(Name) U.S. Bureau of Land Management

(Mailing address) P.O. Box 550

(City, State, Zip Code) Prineville, OR 97754

(Telephone number) (541) 416-6700

Lessor#2, 3, etc.

The water right to be leased is located in Wheeler County

Lessee (if different than Oregon Water Resources Department):

(Name) Not Applicable

(Mailing address) _____

(City, State, Zip Code) _____

(Telephone number) _____

Trustee:

Oregon Water Resources Department

158 12th Street NE

Salem OR 97301

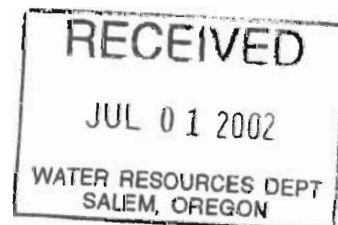
(503) 378-8455

~I~

1.1 Lessor #1 is the owner, or authorized agent for owner of property located at: Township 7 S, Range 19 E, Section 19 and Tax Lot number 100. If the water right appurtenant to these lands is also appurtenant to lands owned by others, then Attachment 1, (tax lot map of lessor's property) needs to be included.

1.2 Lessor #2 is the (Check one):

Not applicable



- Official representative of _____, the irrigation district which conveys water to the subject water rights.
- Another party with an interest in the subject water rights representing _____.

1.3 For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate if there are any supplemental or overlying rights.

Certificate No. 1343

1.4 Subject Water Rights. Lessor proposes to lease the water rights listed in 1.3. The right(s) to be leased are further described as follows:

Certificate No.: 1343

Priority date: October 23, 1912 Type of use: irrigation

Legal Season of Use (if not listed on the certificate): April 1st to September 30th

Is the entire water right certificate being leased?: Yes No

If no, list the acres to be leased by legal description of township, range, section, and 1/4 1/4 which will be dried up as part of this lease, and include a map (Attachment 2) showing the lands which will not receive water.

Place of use: T __, R __, Section __, 1/4 1/4 - ____ acres to be leased

Enter additional places of use here, using format above:

Page __ (Identify page number of certificate, if certificate is greater than 10 pages.)

Number of acres, if for irrigation: 6 ^{ac}

Acre-feet of storage, if applicable: _____

Rate associated with leased rights (cfs): 0.08 ^{ac}

(Use additional lines if there is more than one rate associated with the water right.)

Duty associated with leased rights (AF): _____

(Use additional lines if there is more than one duty associated with the water right.)

Conditions or other limitations, if any: _____

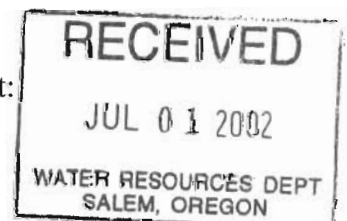
If you need to enter another leased right, please use the additional water rights form.

1.5 Validity of Rights. Lessor(s) attests (mark one) that:

- the water has been used over the past five years according to the terms and conditions of the owner's water right certificate or as an instream water right or
- the water has not been used over the past five years according to the terms and conditions of the owner's water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)() (include necessary supporting documentation as Attachment 3).

~II~

2.1 Public Use. This lease will increase streamflows which will benefit:



- Conservation, maintenance and enhancement of aquatic and fish life, wildlife, and fish and wildlife habitat
- Pollution abatement
- Recreation and scenic attraction

2.2 Instream use created by lease. The instream use to be created is described as follows:

Sorefoot Creek

Tributary to John Day River in the John Day Basin.

Describe the point of diversion and any associated reach(es) of the instream use being created. If possible list the reach by river mile, if no reach is identified, the lease will be processed to be protected at the point of diversion): NW¼ NW¼ of Section 19, Township 7 South, Range 19 East, W.M. to the mouth

Total volume in acre-feet: 24

Rate in cfs: 0.08 cfs

Allowed period of use: May 2nd to September 30th

(Use the section below to indicate a more restrictive period of use than allowed by the water right.)

Conditions to prevent injury, if any:

- None
- The instream flow will be allocated on a daily average basis up to the described rate from ____ through ____.
- Other (describe): ____

If you need to enter more instream uses, please use the additional water rights form.

2.3 Term of lease. This lease shall terminate on September 30, 2006.

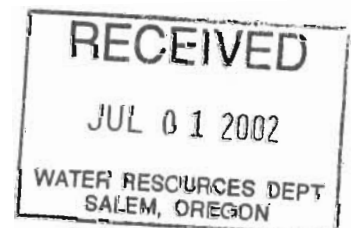
2.4 Compensation. The Lessor has agreed to lease subject water right for the sum of \$1.00, or other valuable considerations and for the benefit of the state of Oregon.

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 the water is delivered to the point of diversion, and through the reach past junior downstream users, so long as flow is sufficient to meet the demand under priority date of the new instream use (see section 2.2). No party is required to continuously measure the flow of the waterway described in Section 2.2.

2.6 Termination provision.

- For multiyear leases, lessor *shall* have the option of terminating the lease each year, prior to the lease being exercised, with 30 day written notice to the Department.
- For multiyear leases, lessor *shall not* have the option of terminating the lease each year, prior to the lease being exercised, with written notice to the Department.

~III~



- 3.1 Accuracy.** 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. If after the lease is signed, any information is determined to be false, the lease may be modified or terminated. This lease only exercises the water rights being leased; for the term of the lease; it shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.
- 3.2 Lease.** All Lessors agree to lease the water rights listed in 1.4 for instream use for the term of this Agreement through Lessee to Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.
- 3.3 Precedent.** If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077- 0070 or OAR 690-077-0075 a new injury review shall be required, and a prior short term lease shall not set a precedent for the amount of water to be leased or transferred instream.
- 3.4 Suspension of original use.** During the period of the lease, the owner agrees to suspend use of water allowed under the subject water rights and under any water right that is supplemental to the subject water rights. In the event that a supplemental water right is not part of this lease, it may be subject to forfeiture.

Lessor #1: Danny L. Dyer Acting Field Manager Date: 6/27/02

For additional Lessors, type in space for signature and date

Lessee: _____ Date: _____

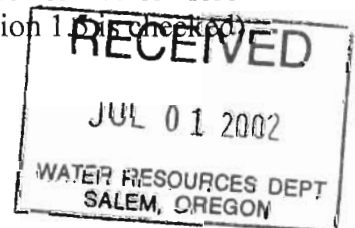
- 3.5 Allocation of water to the instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other rights to use water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.**

So ordered by Trustee: [Signature] Date: August 2, 2002

Effective date is _____ (if later than the date of the Trustee's signature).

Other Attachments As Needed:

- Attachment 1: Tax Lot Map of Lessor's Property (required if landowner is not the sole landowner to lands for which the subject water rights are appurtenant)
- Attachment 2: Detailed map illustrating lands under subject rights to be leased (required if only part of a right is being leased instream).
- Attachment 3: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years (required if the second box in Section 1.5 is checked)
- Attachment 4: Split Season Instream Use Form



Short-Term Water Right Lease Agreement Review Form

STATE OF OREGON
WATER RESOURCES DEPARTMENT
Pursuant to OAR 690-077-0077(3)(h)

Lease Agreement #: L-48
Involving Certificate(s) #: 1343

Watermaster/Field Staff Review. By signature below, staff verifies that:

- 1. Does the lease agreement meet the requirements of OAR 690-077-0077(3)(e) to suspend the original use?
 Yes
 No
 Please explain: no irrigation is occurring

- 2. Is the proposed instream use for:
 a point
 a reach.

Does the lease agreement meet the requirements of OAR 690-077-0077(7) to avoid injury to other water rights due to:

Return flows

- Yes
- No

Please explain: the reach is very short and no other rights to the mouth of creek, no injury.

Other losses

- Yes
- No

Please explain: same as above

per conversation with Vernon 7/16/02 -- he unmarked boxes BSR

- 3. Does the lease agreement meet the requirements of OAR 690-077-0077(7) to avoid enlargement?
 Yes
 No
 Please explain: see section 2.2 in the agreement
- 4. For split season use instream leasing, does the lease agreement meet the measuring and reporting requirements of OAR 690-077-0079(4)?
 n/a, not a split season use instream lease
 Yes
 No
 Please explain:
- 5. Necessary conditions to the proposed instream use: (Describe, if any)

Field Staff *[Signature]* District 21
Title: watermaster
Date: 7/11/2002