

## WATER RIGHT LEASE AGREEMENT

This LEASE AGREEMENT is made this 21 day of ~~June~~<sup>August</sup>, 1994, between ERWIN SAWALL and DIANA SAWALL, (Lessor) and THE OREGON WATER RESOURCES DEPARTMENT (Lessee).

### I.

- 1.1 Lessor is the owner of certain real property in Section 35, T. 39 S., R. 8 W., Josephine County, described in Exhibit A.
- 1.2 The following water right is appurtenant to said Property:  
Certificate No. 43599-Tract 1 and Tract 2 (partial), Exhibit B.
- 1.3 Pursuant to the provisions of ORS 537.348(2), Lessee desires to lease water to increase the instream flow of the following described river/stream:  
Sucker Creek
- 1.4 The following public uses will be served by the increased instream flow made available under this Lease: conservation maintenance and enhancement of aquatic and fish life and fish habitat, and recreation and scenic attraction.

### II.

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN,  
THE PARTIES AGREE AS FOLLOW:

- 2.1 Lease. Lessor leases to Lessee the water right described in Exhibit B. The water right described in Exhibit B is further described as follows: Paragraph 1.2):  
Priority Date: 1857  
Rate (cfs) 0.13 cfs for 6.5 acres (Tract 1) and 0.071 cfs for 3.55 acres (Tract 2).  
Period of Use: April 1 to October 31  
Point of Diversion: NW $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 31, T. 39 S., R. 7 W., W. M.  
Place of Use: NE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 35, T. 39 S., R. 8 W. (Tract 1) and SE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 35, T. 39 S., Range 8 W. (Tract 2)
- 2.2 Term. This Lease shall commence upon its execution by the parties and shall continue thereafter for a period of one (1) year unless terminated as provided herein.

2.3 Termination. Either party may terminate this Lease upon thirty (30) days' written notice; provided, however, this Lease may not be terminated during any irrigation season in which the lease is effective during a portion of such season.

2.4 Flow Protection. Lessor will not divert or use the water described in Paragraph 2.1 during the Term of this Lease. Neither party is required to measure the flow of the river/stream described in Paragraph 1.3. During the term of this Lease, Lessee will regulate all water rights for use of water from the river/stream described in Paragraph 1.3 according to the relative priority dates of such rights. The water right described in Paragraph 2.1, which is subject to this Lease, will be regulated along with all other rights for use of water from the river/stream described in Paragraph 1.3 in accordance with its relative priority date.

2.5 Watermaster Review. The Watermaster for the District where the reach of the river/stream described in Paragraph 1.3 is located shall review this lease to verify the following:

2.5.1 The Lessor is currently entitled to appropriate water under the water right described in Paragraph 2.1.

2.5.2 A suitable control device is in place so that use of water under the right described in Paragraph 2.1 may be regulated to insure that said water will not be diverted or otherwise withdrawn from the stream/river described in Paragraph 1.3.

2.5.3 Allocation of the water described in Paragraph 2.1 during the term of this Lease will not cause injury to other rights for use of water from the same source.

Watermaster: \_\_\_\_\_ (District \_\_\_\_\_)

THE UNDERSIGNED LESSOR DECLARES THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF THE INFORMATION CONTAINED IN THIS LEASE IS TRUE, CORRECT AND COMPLETE.

LESSOR: Corwin Sawall / Corwin F. Sawall

LESSOR: Alicia Sawall

LESSEE: Marcus P. Page