

Lease Agreement No. 9804.02

**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)416-6700

**Lessee (1)**

Oregon Water Resources Department

158 12th St. NE

Salem, Oregon 97310-0210

and the **(Trustee)**

Oregon Water Resources Department

158 12th St. 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. C-13575, *Exhibit C*.  
Permit No. N/A, *Exhibit C*.  
Page 39, Bridge Creek Decree, *Exhibit C*.

1.2.1

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

Water Right Identification No.: C-13575

Priority date of: 1882

Use: Irrigation

Place of use: Refer to map in *Exhibit D*, which includes the following acreage:

10.4 acres in the NE1/4 NE1/4  
Section 23

3.4 acres in SW1/4 SW1/4  
Section 13

2.4 acres in NW1/4 NW 1/4  
10.7 acres in SW1/4 NW1/4  
5.3 acres in NW 1/4 SW 1/4  
Section 24

6.5 acres in SE1/4 SE1/4  
Section 14  
T 10S R20 E., W.M.

No. acres: 38.7

Rate: Full rate at 1/40 cfs per acre from March 1 -June 15, and 1/80 cfs per acre from June 16 to October 1.

Duty: 4 acft per acre will be the limit to match permitted rights in the area.

Season: March 1-October 1

Point(s) of diversion (POD): Refer to Special Order Vol. 9, Page 123. Manning Ditch (aka Connolly #1) is in the SW1/4 SW1/4 Section 24, T10S R20E, W.M., Connolly #2 Ditch is in the NE1/4 SW1/4, Section 24, T10S R20E, W.M.

Conditions or other limitations, if any:

1.2.2

Lessor #1 attests that the water right, or portion of the 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.

1.2.3

Lessor #2 is the official representative of N/A, the irrigation district, reservoir owner, or other party to the water rights listed above.

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:
- Bridge Creek, Tributary to John Day River in Columbia Basin
- Location (T10S R20E, W.M.) From Manning Ditch (aka Connolly #1) POD, SW1/4 SW 1/4 Section 24 and Connolly #2 POD, NE1/4 SW1/4 Section 24 to the ~~Other~~ Connolly #1 Ditch in the SE1/4 NE1/4 Section 14
- Use as described in Exhibit E
- Total Volume An amount not to exceed 4 acft per acre
- Rate(s) (cfs) 0.97 cfs from March 1 to June 15; 0.48 cfs from June 16 to October 1
- Period of Use From date of commencement through October 1, 1998 or until such time the total acrefoot limitation is reached
- Date of priority 1882
- Conditions to prevent or mitigate injury (if any): We have limited the duty to 4.0 acft per acre to match permitted rights in the same area.
- 2.3 **Suspending the original use.** During the 1998 irrigation season the owner agrees to suspend the use of water under the original right, or the portion of the right that is leased, 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 through October 1, 1998.
- 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, 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/stream 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 stream 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: Kelvin B. Ruiz (District 4)

Date: April 29 1998

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: Harry Re Cragg Date: 4/5 1998  
[Owner(s) of the land described in Paragraph 1.]

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

So ordered by trustee: Maureen Dahl Date: 6/4 1998  
[Oregon Water Resources Department]

**Effective Date:** upon execution by the parties

**List of Exhibits:**

- Exhibit A - Power of Attorney Documentation, Tax Lot Information
- Exhibit B - Map of Property with Associated Water Rights and Proof of Property Ownership
- Exhibit C - Copies of Water Rights
- Exhibit D - Location of Lands Associated With Leased Water Right
- Exhibit E - Identification of Public Use(s) Being Served
- Exhibit F, etc. - Optional Information Pertaining to Monitoring, Reporting, and Termination of the Lease