

Lease Agreement Number (assigned by WRD): L-459

**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) Alan A. Haga
(Mailing address) 87666 Green Gulch Lane
(City, State, Zip Code) Bandon, Oregon 97470
(Telephone number) (541) 347 - 3811

Lessor#2, 3, etc.

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The water right to be leased is located in Curry 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 31 South, Range 15 West, Sections 4, 5, 8, 9, and 10 and Tax Lot numbers 200, 900, 1000, 901, and 1100 . 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. 55212 *68083 suppl. land in L-460*

Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program. Yes No

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.: 55212

Priority date: December 3, 1976 for Floras Cr. and February 22, 1977 for Willow Type of use:

Irrigation

Legal Season of Use: April 1 through October 31

Is the entire water right certificate being leased? Yes No *all of primary being leased BR*

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 being leased, if for irrigation: 199.2 acres

Acre-feet of storage, if applicable: __

Total rate associated with leased rights (cfs): 1.4 cfs from Floras Cr and 0.48 cfs from Willow Cr.

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

Total duty associated with leased rights (AF): 498 acre feet being 95.5 from Willow Creek and 402.5 from Floras Creek. Note: Supplemental not included in total.

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

Conditions or other limitations, if any: None

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).

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: On Floras Creek from the point of diversion to the mouth. From Willow Creek from the point of diversion to Floras Creek then to the mouth.

Tributary to Floras Creek and the Pacific Ocean in the South Coast 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): 1: 600 ft. North, 1140 ft. West; 2: 1000 ft. North, 110 ft. East; and 3.: 1300 ft. South, 3960 ft. East; all from the Northwest Corner of Section 9, Township 31 South, Range 15 West, W.M. Note: Protect the water from diversion no. 2 and no.3 to the Pacific Ocean.

Total volume in acre-feet: 498 acre Feet being 95.5 from Willow Creek and 402.5 from Floras Creek. *Floras cr Willow cr*

Rate in cfs: 1.4 cfs from Floras and 0.48 cfs from Willow Creek.

(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 June 20 through October 31.
- 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 October 31, 2004.

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.

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- 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.

X Lessor #1: Alan Arthur Haga Date: 6 23 05 X

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.

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

Lease Agreement Number (assigned by WRD): L-460

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WATER RESOURCES DEPARTMENT**

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Pursuant to ORS 537.348(2) and OAR 690-077-0077
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(Mailing address) 87666 Green Gulch Lane
(City, State, Zip Code) Bandon, Oregon 97470
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Lessor#2, 3, etc.

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(Name) Not Applicable
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(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 31 South, Range 15 West, Sections 9, and 10 and Tax Lot numbers 701, 900, and 1100 . 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. 68083 *no associated supplemental*

Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program. Yes No

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.: 68083

Priority date: August 25, 1981 Type of use: Irrigation & Supplemental Irrigation

Legal Season of Use: April 1 through October 31

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 $\frac{1}{4}$ $\frac{1}{4}$ 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 31 S, R 15 W, Section 9, SE $\frac{1}{4}$ SE $\frac{1}{4}$ - 6.8 acres to be leased
T 31 S, R 15 W, Section 10, SW $\frac{1}{4}$ SW $\frac{1}{4}$ - 10.6 acres to be leased
T 31 S, R 15 W, Section 9, NE $\frac{1}{4}$ NW $\frac{1}{4}$ - 37.3 acres to be leased
T 31 S, R 15 W, Section 9, SE $\frac{1}{4}$ NW $\frac{1}{4}$ - 31.2 acres to be leased

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

Number of acres being leased, if for irrigation: 17.4 acres primary, 68.5 acres supplemental

Acre-feet of storage, if applicable: 43.5 acre feet - primary

Total rate associated with leased rights (cfs): 0.22 cfs *-10*

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

Total duty associated with leased rights (AF): 43.5 acre feet primary

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

Conditions or other limitations, if any: None

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).

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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: On Floras Creek from the point of diversion to the mouth. From Willow Creek from the point of diversion to Floras Creek then to the mouth.

Tributary to Floras Creek and the Pacific Ocean in the South Coast 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): Willow Creek: 2220 feet North, 1280 feet West from the SE corner of section 9 and Unnamed Stream: 2620 feet South, 1750 feet West from the NW corner of Section 9, Township 31 South, Range 15 West, W.M.

Total volume in acre-feet: 43.5 acre feet (primary duty)

Rate in cfs: 0.22 from Willow Creek and 0.22 from Unnamed Stream ← *Supplemental*

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

0.86 per John Youngquist 7/9/03, BR

Conditions to prevent injury, if any:

- None
- The instream flow will be allocated on a daily average basis up to the described rate from June 20 through October 31.
- 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 October 31, 2004.

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.

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