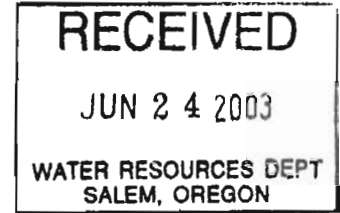


Lease Agreement Number (assigned by WRD): **L-453**

District Lease Number (optional, assigned by District):



**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

**Pooled Lease Form
SOUTH FORK**

**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:

District:

(Name) na
(Mailing address)
(City, State, Zip Code)
(Telephone number)

If more than one district, enter district information below:

The water right to be leased is located in Umatilla County

Lessee (if different than Oregon Water Resources Department, e.g. Deschutes Water Exchange):

(Name) Oregon Water Trust
(Mailing address) 522 SW Fifth Avenue, Suite 825
(City, State, Zip Code) Portland, Oregon 97204
(Telephone number) 503-226-9055

Trustee:

Oregon Water Resources Department
158 12th Street NE
Salem OR 97301
(503) 378-8455

~I~

1.1 District and landowner(s) propose to lease the water rights listed below (indicate if any are supplemental):

Certificate No. The following certificate is being leased in its entirety: 12630. The following certificates are being leased in part: 12575, 13127, 13178.

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

1.2 Subject Water Rights. District and Landowners propose to lease the water rights listed in Attachment 5.

The right(s) to be leased are further described as follows:

Certificate No.: see Attachments 5 and 6

Priority date: see Attachment 5 Type of use: irrigation

If an irrigation right, total number of acres to be leased: 33.72

Total acre feet of storage to be leased, if applicable: na

Rate associated with leased rights. There may be more than one rate associated with a water right.

Season 1 (cfs) Time period:

Season 2 (cfs) Time period:

Season 3 (cfs) Time period:

Duty associated with leased rights (AF):

Conditions or other limitations, if any:

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

~II~

2.1 Public Use. This lease will increase streamflows that 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:

South Fork of Walla Walla River

Tributary to Main Stem Walla Walla River in the Umatilla 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): See Attachment #5 and #6

Rate in cfs:

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

Rate in cfs:

Rate in cfs:

Total volume (AF):

Conditions to prevent injury, if any:

None

The instream flow will be allocated on a daily average basis up to the described rate from July 10, 2003 through August 31, 2003.

Other (describe):

To repeat the information in 2.2 for a different instream use, last page below.

- 2.3 **Term of lease.** This lease shall terminate on December 31, 2003.
- 2.4 **Compensation.** The District 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). As part of regulation activities the watermaster or a designee has access to the point of diversion and place of use for the water rights involved in this lease. No party is required to continuously measure the flow of the waterway described in Section 2.2.

~III~

- 3.1 **Accuracy.** The Undersigned District 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.** District agree to lease the water rights listed in 1.2 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.

District : N/A Date: _____

Lessee: [Signature] for OREGON WATER TRUST Date: 4/26/03

- 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 the lease is signed, the lease may be modified or terminated to prevent injury.

Attachment 5: Pooled Lease Landowner Form
Attachment 6: Pooled Lease Description Detail

POOLED LEASE DESCRIPTION DETAIL

2.2 **Instream uses created by lease.** The instream uses to be created are described as follows:

Stream: **South Fork Walla Walla River**
Tributary to Walla Walla River in the Umatilla Basin

Instream reach #C

POD # **SF-9** -- approximately 1250 feet east and 500 feet north of the center point of T4N R37E Section 5
Instream reach Approximately RM 58.0 to Nursery Bridge (RM 44.5) WW River
Rate (cfs) 0.8

The following water rights are included in this lease (refer to Attachment 5):

<i>Certificate</i>	<i>Priority Date</i>	<i>Rate (cfs)</i>	<i>Property Owner</i>
12630	1876	0.30	William Kentch
	1883	0.27	
	1893	0.17	
	1900	0.06	

Conditions to prevent injury:

The instream flow will be allocated on a daily average basis up to the described rate for 53 days, from July 10 through August 31.

Instream reach #D

POD # **SF-17** – approximately 2640 feet east and 1320 feet south of the center point of T5N R36E Section 26
Instream reach Approximately RM 53 to Nursery Bridge (RM 44.5) WW River
Rate (cfs) 0.47

The following water rights are included in this lease (refer to Attachment 5):

<i>Certificate</i>	<i>Priority Date</i>	<i>Rate (cfs)</i>	<i>Property Owner</i>
12575	1878	.05	N. Wallace
	1905	.1	
13127	1894	.26	E.H. Huber
	1907	.03	
13178	1902	.03	E.H. Huber

Total: 0.47 cfs

Conditions to prevent injury:

The instream flow will be allocated on a daily average basis up to the described rate for 53 days, from July 10 through August 31.

Pooled Instream Leasing Landowner Form

Landowner

Mrs. E.H. Huber
 1539 Wilkensen
 Milton Freewater, Oregon 97962
 541-938-5218

Term of Lease: one year

1.1 Ownership. Landowner owns or is authorized agent for the property located at: Township 5N, Range 36E, Section 26, and Tax Lot number 1004.

If water right appurtenant to these lands is also appurtenant to lands owned by others, then Attachment 5-A (tax map lot of lessor's property) needs to be included.

Subject Water Rights. Landowner proposes to lease the water rights shown on the map Attached as Exhibit 5-B (this information may be included on Exhibit 5-A, or an additional map may be attached). (Cross hatch the area of water rights being leased.) Attached map(s) must identify property owner, Township,, range, Section and ¼ ¼, tax lot number, map orientation and scale.

	T	R	Sect	¼ ¼	tax lot	type of use	acres	Certificate #	priority date	POD#
1.	5N	36E	26	SWNE	1004	IRRIGATE APPLES	6.8	13127	1894	SF-17
2.	5N	36E	26	SWNE	1004	IRRIGATE APPLES	2.0	13127	1907	SF-17
3.	5N	36E	26	NWNE	1004	IRRIGATE APPLES	.8	13178	1902	SF-17

POD Locations

POD#	T R Sect. ¼ ¼	Distance from government corner
SF-17	5N 36E 26 SWNE	2640 FEET EAST AND 1320 FEET SOUTH OF THE CENTER POINT OF SECTION 26

Total number of acres ((by type of use): **7.6 acres senior and 2 acres junior including**
 6.8 acres of 1894
 2 acres of 1907 LESS 1.3 acres for house leaves: .7 acres of 1907
 .8 acres of 1902
Total lease 8.3

Acre feet of storage, if applicable: _____

/_/ Additional Subject Water Rights? Please use Additional Landowner Information form.)

1.2 Validity of Rights. Landowner(s) attests (mark one) that:

- the water has been exercised within 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 5C).

- 2.1 Accuracy.** The undersigned landowner(s) 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.
- 2.2 Lease.** All Landowners agree to lease the water rights listed in 1.1 for instream use for the term of this agreement jointly with the Oregon Water Trust to trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.
- 2.3 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. As part of regulation activities the water master or a designee has access to the place of use for the water rights involved in this lease.

Landowner: Anna Huber Date: 5/13/03

Landowner: _____ Date: _____

Oregon Water Trust: _____ Date: _____

Other Attachments As Needed:

- Exhibit 5-A: Tax Lot Map of Landowner's Property
Exhibit 5-B: Detailed map illustrating lands under subject rights to be leased
(Exhibits 5-A and 5-B may be combined into a single map.)
Exhibit 5-C: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five years or more consecutive years (required if the second box in Section 1.2 of Attachment 5 (Pooled Lease Landowner Form) is checked).
Exhibit 5-D: Split Season Instream Use Form

Exhibit 5A

13178

Mrs. E.H. Huber
5-36-26-1004

SF ~~17~~ -17

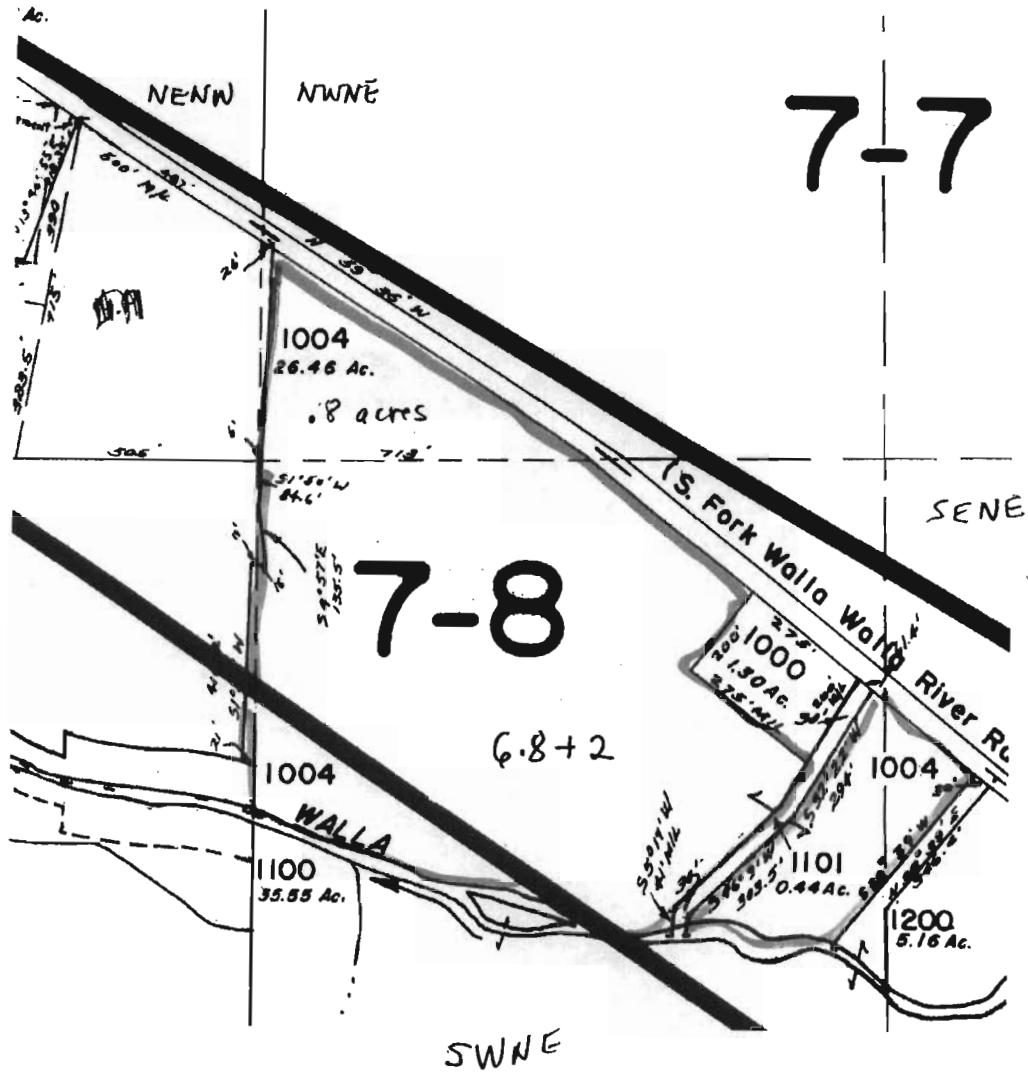


Exhibit 5B

Exclude 1.3 acres for house + buildings not owned
5-6-26-1004 see 5A

$6.8 - 1.5 = 5.3$

NENIN

5.9 acres

1.08

HUBER

SW NE

SENE

Power House

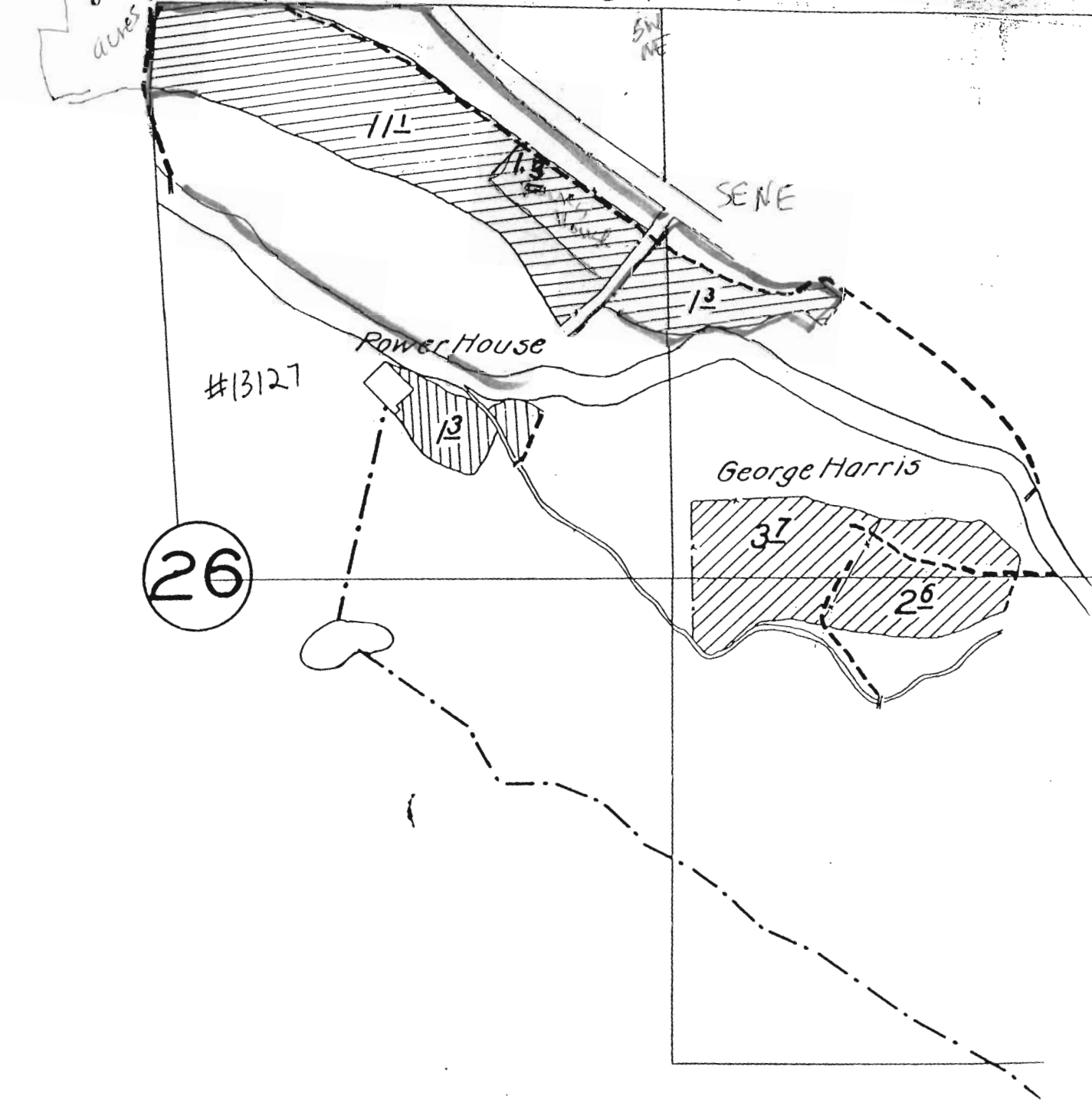
#13127

George Harris

26

37

26



Pooled Instream Leasing Landowner Form

Landowner

Mr. Norman Wallace
 80789 South Fork Walla Walla River Road
 Milton Freewater, Oregon 97962
 541-938-7915

Term of Lease: one year

1.1 Ownership. Landowner owns or is authorized agent for the property located at: **Township 5N, Range 36E, Section 25, and Tax Lot numbers 1101 and 1104.**

If water right appurtenant to these lands is also appurtenant to lands owned by others, then Attachment 5-A (tax map lot of lessor's property) needs to be included.

Subject Water Rights. Landowner proposes to lease the water rights shown on the map Attached as Exhibit 5-B (this information may be included on Exhibit 5-A, or an additional map may be attached). (Cross hatch the area of water rights being leased.) Attached map(s) must identify property owner, Township,, range, Section and ¼ ¼, tax lot number, map orientation and scale.

T	R	Sect	¼ ¼	tax lot	type of use	acres	Certificate #	priority date	POD#
1.	5N	36E	25	SWSE 1001	IRRIGATE PASTURE	1.22	12575	1878	SF-14
2.	5N	36E	25	SWSE 1104	IRRIGATE	2.77	12575	1905	SF-14

POD Locations

POD#	T R Sect. ¼ ¼	Distance from government corner
SF-14	5N 36E 36 NENE	990 FEET WEST AND 400 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 36

Total number of acres ((by type of use): **IRRIGATION** *1.22 Acres of 1878 and
 2.77 Acres of 1905*
3.99

Acres feet of storage, if applicable: _____

/__/_/ Additional Subject Water Rights? Please use Additional Landowner Information form.)

1.2 Validity of Rights. Landowner(s) attests (mark one) that:

- the water has been exercised within 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 5C).

2.1 Accuracy. The undersigned landowner(s) 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.

2.2 Lease. All Landowners agree to lease the water rights listed in 1.1 for instream use for the term of this agreement jointly with the Oregon Water Trust to trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.

2.3 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. As part of regulation activities the water master or a designee has access to the place of use for the water rights involved in this lease.

Landowner: Norman A. Wallace Date: 14 May '03
Landowner: _____ Date: _____
Oregon Water Trust: _____ Date: _____

Other Attachments As Needed:

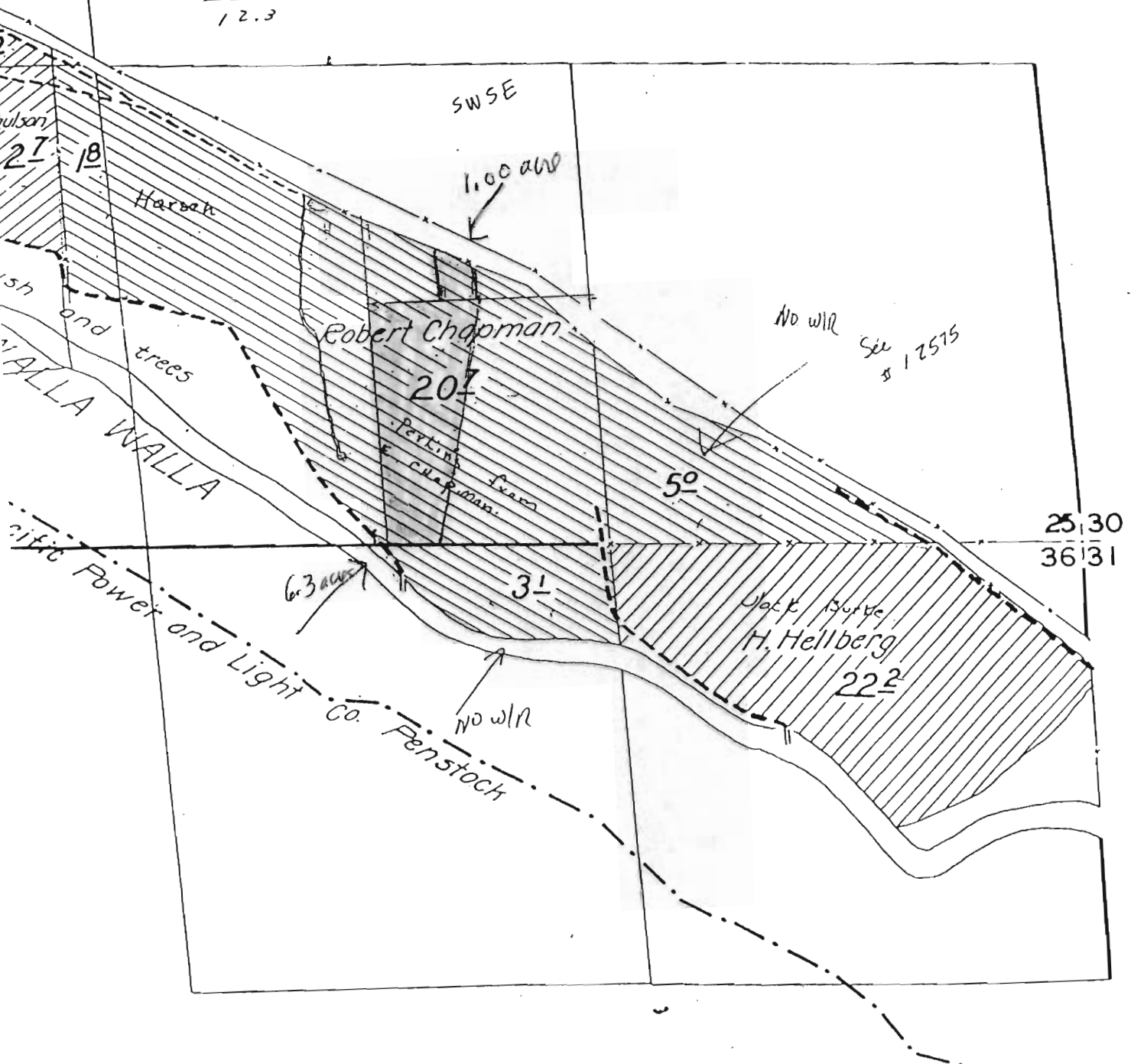
- Exhibit 5-A: Tax Lot Map of Landowner's Property
Exhibit 5-B: Detailed map illustrating lands under subject rights to be leased
(Exhibits 5-A and 5-B may be combined into a single map.)
Exhibit 5-C: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five years or more consecutive years (required if the second box in Section 1.2 of Attachment 5 (Pooled Lease Landowner Form) is checked).
Exhibit 5-D: Split Season Instream Use Form

EXHIBIT 50 S.F. 14 South Fork
Mr. Norman Wallace

D 12575 1.22 e acres
2.77 e acres

5-36-25-1101
1104

10.5
1.8
12.3



1.2 Validity of Rights. Landowner(s) attests (mark one) that:

- the water has been exercised within 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 5C).

2.1 Accuracy. The undersigned landowner(s) 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.

2.2 Lease. All Landowners agree to lease the water rights listed in 1.1 for instream use for the term of this agreement jointly with the Oregon Water Trust to trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.

2.3 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. As part of regulation activities the water master or a designee has access to the place of use for the water rights involved in this lease.

Landowner: William O. Kentch Date: 5-14-03

Landowner: Marilyn L. Kentch Date: 5-14-03

Oregon Water Trust: _____ Date: _____

Other Attachments As Needed:

- Exhibit 5-A: Tax Lot Map of Landowner's Property
- Exhibit 5-B: Detailed map illustrating lands under subject rights to be leased
(Exhibits 5-A and 5-B may be combined into a single map.)
- Exhibit 5-C: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five years or more consecutive years (required if the second box in Section 1.2 of Attachment 5 (Pooled Lease Landowner Form) is checked).
- Exhibit 5-D: Split Season Instream Use Form