

Lease Agreement No. 9719.01

SHORT TERM WATER RIGHT LEASE AGREEMENT

(Leases of Existing Water Rights For In-stream Use)

This LEASE AGREEMENT is made between:

(Lessor)

U.S. Bureau of Land Management

P.O. Box 550

Prineville, Oregon 97754

(541) 416-6747

(Lessee/Trustee)

Oregon Water Resources Department

158 12th Street NE

Salem, Oregon 97310-0210

(503) 378-8455

- 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*:
 - Certificate No. 38665, *Exhibit C*.
 - Permit No. 17507, *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 further described as follows:

Water Right Identification No.: C-38665
Priority date of: February 11, 1947
Use: Irrigation
Place of use: (Exhibit D)

5.5 acres in NE1/4 NW1/4
0.1 acres in NW1/4 NW1/4
2.7 acres in SE1/4 NW1/4
Section 29
T. 7S., R. 19E., W.M.

No. acres: 8.3
Rate: 0.10 cfs

Duty: A diversion not to exceed 1 acre foot per acre for each acre irrigated during any month, and shall further be limited to 5 acre feet per acre for each acre irrigated during the irrigation season of each year from April 1 - September 30.

Season: April 1 - September 30

Point(s) of diversion (POD): SE1/4 SW1/4, Section 20, NE1/4 SW1/4 Section 29 T. 7S., R. 19E., W.M.

Conditions or other limitations: None

- 1.2.2 Lessor attests that the 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.
- 1.3 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.

X 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:
John Day River, tributary to the Columbia River
Location: At the points of diversion as listed in 1.2.1.
Use: Described in section 1.4
Total Volume: Not to exceed 41.5 acre feet.
Rate(s): 0.10 cfs
Period of Use: From date of execution through September 30
Date of priority: February 11, 1947
Conditions to prevent or mitigate injury: None
- 2.3 **Suspending the original use.** During the period of the lease, the owner agrees to suspend the use of water under the portion of the right that is leased, and to suspend use of any supplemental right appurtenant to the property.
- 2.4 **Term.** This Lease shall commence upon signature of all parties and shall continue thereafter through September 30, 1997.
- 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 points of diversion 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 described in Paragraph 2.2.

2.6 **Additional Monitoring.** None

2.7 **Water Use Reporting.** The Trustee agrees to fulfill legal obligations related to water use reporting.

2.8 **Modification or Termination Provisions.** None

2.9 **Watermaster Review.** By signature below, the Watermaster for the District where the reach of the river 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 R. Rose (District: 4)

Date: July 7 1997

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:

Henry K. Orsgriffe
[Owner(s) of the land described in Paragraph 1.1]

Date:

7/3 19*97*

So ordered by Lessee/Trustee:

Wesley R. Pugh
[Oregon Water Resources Department]

Date:

7/30 19*97*

List of Exhibits:

Exhibit A - Power of Attorney Documentation

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