

Lease Agreement No. 9803.02

SHORT TERM WATER RIGHT LEASE AGREEMENT

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

This LEASE AGREEMENT is made between:

Lessor #1

USDI Bureau of Land Management,

P.O. Box 550

Prineville, Oregon, 97754

(541) 416-6700

Lessee

Oregon Water Resources Department

158 12th Street NE

Salem, Oregon 97310-0210

and the **Trustee**

Oregon Water Resources Department

158 12th Street 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-13556, *Exhibit C*.

Permit No. N/A, *Exhibit C*.

Page 35, Bridge Creek Decree, *Exhibit C*.

1.2.1 Lessor propose 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-13556

Priority date of: 1882

Use: Irrigation

Place of use: (*Exhibit D*, if applicable)

1.0 acres in SE1/4 NE1/4

10.9 acres in NW1/4 NE1/4

0.1 acres in NE1/4 NE1/4

Section 14

T10S R20E W.M

No. acres: 12.0

Rate: 1/40 cfs from March 1-June 15, and 1/80 cfs from June 16 - October 1.

Duty: 4.0 acft will be the limit to match other permitted rights in the area.

Season: March 1-October 1

Point of diversion (POD):

Besser Ditch SE1/4 NE1/4 Section 14 T10S R20E

Conditions or other limitations, if any: 4.0 acft per acre to be the limit to match other permitted rights in the area.

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 at the point of diversion as listed in 1.2.1
 Use: as described in Exhibit E
 Total Volume not to exceed 4.0 acft per acre
 Rate(s) (cfs) 0.21 cfs March 1-June 15, 0.105 cfs June 16-October 1
 Period of Use From March 1, 1998 until such time that the total acft limitation has been reached.
 Date of priority 1882

Conditions to prevent or mitigate injury (if any):
The duty has been limited to 4 acft per acre to match other permitted rights in the same area.

2.3 **Suspending the original use.** During the period of the lease 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 the execution by the parties and shall continue thereafter 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 stream described in Paragraph 2.2.

2.6 **Additional Monitoring.** The lessee intends to manage and participate in the protection of the in-stream right as follows: [optional]

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 river/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 G. Rose (District 4)

Date: Feb 18 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 R. Cargriffe* Date: 12/8 1998
[Owner(s) of the land described in Paragraph 1.1]

Lessor #2: _____ Date: _____ 19____
[Holder of the water right/owner of reservoir if different than landowner]

Lessee: _____ Date: _____ 19____

So ordered by trustee: *Marlene W. Pfeiffer* Date: 3/25 1998
[Oregon Water Resources Department]