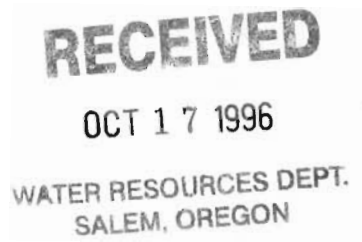


**Short-Term Water Right Lease Agreement
for
Leases of Existing Water Rights for Instream Use**

This Lease Agreement is between:

Lessor:

Webster Briggs
4422 Gazley Road
Myrtle Creek, Oregon 97457
Phone: (541) 839-4698



Lessee: State of Oregon

Trustee:

Oregon Water Resources Department
158 12th Street NE
Salem OR 97310
Voice: (503) 378-3739 Fax: (503) 378-2496

I.

- 1.1 Lessor has permission from the owner of property highlighted in *Exhibit B* to transfer 25 acres of the water right of record appurtenant to said property.
- 1.2 Exhibit C contains copies of all certificated, decreed or permitted rights attached to the property in *Exhibit B*. Those rights are listed below as follows :

Certificate No. 26256 , Permit No. 24600

- 1.2.1 **Subject Water Rights.** Lessor proposes to lease a portion of the water right listed in 1.2, above.

The right to be leased is further described as follows:

Water Right Identification No.: Appl. No. 31128
Priority date: 9/19/56 Type of use: Irrigation
Place of use: Sec. 7, T 30 S, R 5 W, W.M.
(If original use is irrigation, include map of irrigated lands in *Exhibit D* .)
Number of acres, if for irrigation: 25.0 acres
Rate: 0.3125 cfs Duty: 2.5 af/ac per season
Season of Use: March 1 through October 31
Point of Diversion (POD): NE¼SE¼ Sec 12, T 30 S, R 5 W, W.M.

- 1.2.2 **Validity of Rights.** Lessor attests that the subject water rights are legally valid by having been beneficially used according to the terms of the rights within the last five years and on all lands indicated in *Exhibit D*.

- 1.3 **Lease.** All Lessors agree to lease the water rights listed in 1.2.1 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 690-77-077.
- 1.4 The amount, timing and location of the instream use provided for under this lease will serve public uses by leaving water in the stream for fishery enhancement and ecological values.

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 instream water right during the term of this agreement. The general nature of the compensation is \$ 1.00 and other valuable considerations for the people of the State of Oregon.
- 2.2 **The In-stream Right Created by the Lease.**
Described as follows:
- South Umpqua River, tributary of the Umpqua River, in the Umpqua River Basin
River mile 0.0 to 43.25
- Use: Described in 1.4
Total Volume: 62.5 Acre-Feet
Rate: 0.1288 cfs
Period of Use: March 1 through October 31
Date of Priority: 9/19/1956
- 2.3 **Suspension of original use.** During the period of the lease, the owner agrees to suspend use of water under the portion of the original right that is leased and any supplemental right for the same use on the same property.
- 2.4 **Term.** This Lease shall commence on October 10, 1996 (or no sooner than its execution by the parties) and shall continue thereafter through October 31, 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 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 demands under this date of priority. No party is required to continuously measure the flow of the waterway described in Section 2.2.
- 2.6 **Termination Provisions.** At the option of the lessor this lease can be terminated and would occur prior to or after an irrigation season.
- 2.7 **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:
- 2.7.1 Lessor is currently entitled to appropriate water under the water rights described in Section 1.4.
- 2.7.2 A suitable control is/will be in place so that WRD staff may regulate use of water under the subject right to ensure water is not diverted or applied on lands to which subject right is attached.

2.7.3 Allocation of water described in Paragraph 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.

Watermaster: Garyl Ball District: 15 Date: 10/7/96
Gary L. Ball

IV.

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:

Webster Briggs Date: 10-7-96
Webster Briggs

So ordered by Trustee:

Martha O. Page Date: 12-20-96
Martha O. Page
Director, Oregon Water Resources Department

Effective Date of Lease Agreement: 12-20-96

Exhibits:

- Exhibit A: Authorization for Mr. Briggs to sign lease
- Exhibit B: Map of Lessor's property
Proof of property ownership (copy of property deed and tax lot map)
- Exhibit C: Copies of all certificates, permits and decreed rights attached to property shown in Exhibit B
- Exhibit D: Detailed map illustrating lands irrigated by subject rights