

Lease Agreement No.

9802.03

SHORT TERM WATER RIGHT LEASE AGREEMENT

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

This LEASE AGREEMENT is made between:

(Lessor #1)

U.S. Bureau of Land Management

PO Box 550

Prineville, Oregon 97754

(541) 416-6700

(Lessee)

Oregon Water Resources Department

158 12th Street NE

Salem, Oregon 97310-0210

and the Oregon Water Resources Department **(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. 10852, Exhibit C.

Permit No. 5778, Exhibit C.

Page N/A, N/A Decree

1.2.1 Lessor propose to lease all of the water right listed in 1.2. The right to be leased is further described:

Water Right Identification No.: C-10852

Priority date of: Feb. 12, 1923

Use: Irrigation

Place of use:

1.0 acres in SE1/4 SE1/4
Section 21

2.0 acres in SW1/4 SW1/4
Section 22

5.0 acres in NE1/4 NW1/4

6.0 acres in NW1/4 NW1/4
Section 27

1.0 acres in NE1/4 NE1/4
Section 28

T11S R21E, W.M.

No. acres: 15

Rate: 1/80 cfs per acre

Duty: 4 acft per acre to be the limit to match other permitted rights in the area

Season: March 1 - October 1

Point(s) of diversion (POD): L.L. Jones extension of the Bailey Ditch located at S. 60° E 845 ft from the 1/4 corner between Section 26 and 27, T11S R21E, W.M., Being within the NW1/4 SW1/4 of Section 26, T11S R21E, W.M..

Conditions or other limitations, if any:

The duty has been limited to 4.0 acft per acre to match permitted rights in the same area.

- 1.2.2 Lessor #1 attests that the water 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 lessees 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

[Identify the applicable point or reach(s) of the instream right by river mile, description, or map]

Use is described in section 1.4

Total Volume an amount not to exceed 4.0 acft per acre

Rate (cfs) 0.19 cfs

Period of Use From March 1, 1998 through
such time that the total acft limitation has been reached

Date of priority Feb. 12, 1923

Conditions to prevent or mitigate injury (if any):

The duty has been limited to 4.0 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 execution by the parties and shall continue 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, 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/stream described in Paragraph 2.2.

2.6 **Additional Monitoring.** None

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: Kevin G. Rise (District 4)

Date: Feb 18 1998

THE UNDERSIGNED LESSOR, 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 Re Cragg Date: 12/8 1997
[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: Mauro Ohl Date: 3/25 1998
[Oregon Water Resources Department]

Effective Date: upon execution by the parties

List of Exhibits:

- Exhibit A - Power of Attorney Documentation/Tax Lot Information
- 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
- Exhibit F, etc. - Optional Information Pertaining to Monitoring, Reporting, and Termination of the Lease