

Lease Agreement No.: 0008.01

SHORT TERM WATER RIGHT LEASE AGREEMENT

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

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WATER RESOURCES
SALEM, OREGON

This LEASE AGREEMENT is made between
Stan Arnold (Lessor), and the
Oregon Water Resources Department (Lessee/Trustee)

1.1 Lessor is the owner of property shown in *Exhibit A*, having water rights that are to be leased.

1.2 The following water right is appurtenant to the property in *Exhibit A*: [Attach applicable document(s).]

Certificate No. ~~7126, Exhibit B.~~ *Same*
Permit No. 30550, *Exhibit B.*
~~Page 30, Sucker Creek Decree, Exhibit B.~~ *Same*

1.2.1 Lessor proposes to lease all of the water right listed in 1.2. The right to be leased is further described for each right as follows:

Water Right Identification No.: 7126
Priority date of: 1857
Use: Irrigation
Place of use: *g* (*Exhibit C*, if applicable) N/A
T 39S, R 7W, S 35, NE1/4, SE 1/4
No. acres: ~~15~~ 13
Rate: ~~3 cfs~~ 0.26 CFS *Same*
Duty:
Season: April 1 to October 31
Point(s) of diversion (POD): T 39S, R 7W, S 31, NW1/4, SE 1/4
Conditions or other limitations, if any:

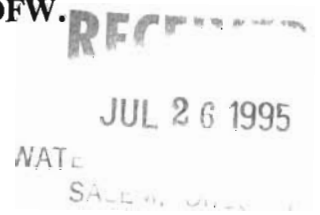
1.2.2 Lessor attests that the water right identified in 1.2.1 has been beneficially used on all of the lands subject to the lease, or for any other use specified on the water right, within the last five years.

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.

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- 1.4 The amount, timing and location of the in-stream use provided for under this lease will serve public use(s) as indicated by:

specific uses and needs identified in *Exhibit E* as signed off by ODFW.



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. Lessor agrees to donate the water right herein as a charitable contribution for the benefit of the people of the state of Oregon.

- 2.2 **The In-stream Right Created by the Lease.** Described as follows:

Sucker Creek

Tributary to **East Fork Illinois River** in **Rogue Basin**

Location **To RM 2.6**

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

Use is described in section 1.4

Total Volume **0.26**

Rate(s) (cfs) **3 cfs** *Dim*

Period of Use **April 1 to October 31, 1995**

Date of priority **1857**

Conditions to prevent or mitigate injury (if any): **None**

- 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 **April 1, 1995** or no sooner than its execution by the parties and shall continue thereafter through **October 31, 1995**.
- 2.5 **Flow Protection.** The trustee will regulate use of water from the source, subject to prior appropriation and 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 river/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 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  (District 14)

Date: 7/21, 19 95

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: Stanton M. Arnold
STANTON M. ARNOLD Jr Date: May 11, 1995
(Owner of the land described in Paragraph 1.1)

So ordered by lessee/trustee: Rebecca Q Kneay Date: Aug 23, 1995
(Oregon Water Resources Department)

Effective Date: _____, 19____

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List of Exhibits:

- Exhibit A - Map of Property with Associated Water Rights and Proof of Property Ownership
- Exhibit B - Copies of Water Rights
- Exhibit C - Location of Lands Associated With Leased Water Right
- Exhibit E - Identification of Public Use(s) Being Served