

Lease Agreement No. 9611-01

SHORT TERM WATER RIGHT LEASE AGREEMENT
(Leases of Existing Water Rights For In-stream Use)

This LEASE AGREEMENT is made between:

Glen V. Evenhus Sr.
38282 Hungry Hill Drive
Scio, OR 97374
(503) 394-3054

RECEIVED
APR 29 1996
WATER RESOURCES DEPT.
SALEM, OREGON

and

Oregon Water Resources Department
158 12th Street NE
Salem, OR 97310
378-8455

The water right to be leased is located in Linn County
I.

- 1.1 Lessor is the owner or authorized agent for the owner (*Exhibit A*), of property shown in *Exhibit B*.
- 1.2 Section 1.2 is not applicable
- 1.3 *Exhibit C* contains a copy of the certificated right attached to the property in *Exhibit B*. The right is described as follows:

Certificate # No.: 23784

1.4 Subject Water Rights. Lessor proposes to lease all of the water right listed in 1.3, above.

The right to be leased is further described as follows:

Water Right Identification #: C-23784
Source: Crabtree Creek
Priority date of: May 27, 1953
Type of use: Irrigation

Place of use:
2.8 ac SW, NE
27.0 ac NW, SE
27.8 ac SW, SE
Section 36 T. 10 S., R. 2 W.
11.0 ac NW, NE
Section 1, T. 11 S., R. 2 W.
No. acres: 68.6
Acre feet of storage: none
Rate: maximum of 0.86 cfs
Duty: 171.5 ac/ft
Season: April 1 - October 31
Point of diversion : NW 1/4, NE 1/4, Sec. 1, T11S., R. 2 W.
Conditions or other limitations, if any: none

- 1.5 Validity of the Rights.** Lessor attests that the subject water right is legally by having been used beneficially used according to the terms of the right within the last five years, if the right is for irrigation, on all lands identified in *Exhibit D*.
- 1.6 Lease.** Lessor agrees to lease the water right(s) listed in 1.4 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.
- 1.7 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.
- 1.8 Water use Reporting.** The Trustee agrees to fulfill legal obligations related to water use reporting.

II.

- 2.1 Public Use:** The amount, timing and location of the in-stream use provided for under this lease will serve public uses as indicated by:
- 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.

2.2 Instream use created by the Lease. Described as follows:

Crabtree Creek

Tributary to S. Santiam River in the Willamette Basin

Location See exhibit D - RM.7, the nearest RM downstream of the diversion.

Use is described in section 2.1, above

Total Volume 171.5 ac/ft

Rate 0.40 cfs

Period of Use: April 1 - October 31

Date of priority: May 27, 1953

Conditions to prevent or mitigate injury : Maximum rate not used to ensure duty limitation is not exceeded.

2.3 Term of the lease. This Lease shall commence on April 15, 1996 and continue through: October 31, 1996.

2.4 Compensation. The sum of \$1.00 and other valuable considerations for the people of the State of Oregon..

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: Possibly collecting information for calculating streamflows.

2.7 Modification or termination provisions. None

III

3 Watermaster Review. By signature below, the Watermaster for the District where the subject water right is located, verifies the following:

- 3.1 The Lessor is currently entitled to appropriate water under the water right described in Paragraph 1.4.
- 3.2 A suitable control device will be in place so 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.
- 3.3 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.
- 3.4 Necessary conditions to the proposed instream use: None

Watermaster: Gene McSpurnif (District 2)

Date: 01/15/1996

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: Shelley Overhus Date: 4-25-1996

Lessee: Michael R. [Signature] Date: 5/3/1996

So ordered by Trustee: _____ Date: _____ 19____
 (Director, Oregon Water Resources Department)

Effective Date: 5-31-1996

List of Exhibits:

- Exhibit A - Power of Attorney Documentation (copy of property deed)
- Exhibit B - Map of lessors property
- Exhibit C - Copies of all certificates, permits and decreed rights attached to the property shown in Exhibit B
- Exhibit D - Detailed map showing lands irrigated by subject right
- Exhibit E - Identification of Public Use Being Served
- Exhibit F, etc. - Optional Information Pertaining to Monitoring, Reporting, and Termination of the Lease