



State of Oregon
Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900

Instream Lease Renewal Application

Complete the questions below and include any required attachments
Fill in or check boxes as indicated. (N/A= Not Applicable)
Instream Lease IL- 137
Renewal Fee included [checked]

The undersigned hereby request Instream Lease Number IL-137 be renewed.

Fees: [checked] \$130.00 for an instream lease renewal application
[checked] Check enclosed or [ ] Fee Charged to customer account (Account name)

Term of the Lease:
The lease is requested to begin in month April year 2018 and end month September year 2022
Validity of the Right(s) (check the appropriate box):
[checked] The water right(s) to be leased have been used under the terms and conditions of the right(s) during the last five years or have been leased instream.
[ ] If the water right(s) have not been used for the last five years, right(s). Documentation describing why the water right(s) is not subject to forfeiture is provided. ORS 540.610(2).
Termination provision (for multiyear leases):
The parties to the lease request:
[checked] a. The option of terminating the lease prior to expiration of the full term with written notice to the Department by the Lessor(s) and/or Lessee.
[ ] b. The option of terminating the lease prior to expiration of the full term, with consent by all parties to the lease.
[ ] c. The parties would not like to include a Termination Provision.
(See instructions for limitations to this provision)

[ ] Yes [checked] No Conservation Reserve Enhancement Program CREP - Are some or all of the lands to be leased part of CREP or another Federal program (list here: )?

The undersigned declare:

- 1. The Lessor(s) agree during the term of this lease, to suspend use of water allowed under the subject water right(s) and under any appurtenant primary or supplemental water right(s) not involved in the lease application; and
2. The Lessor(s) certify that I/we are the holders of the water right(s) involved in this Instream Lease. If not the deeded land owner, I/we have provided documentation demonstrating authorization to pursue the lease application and/or consent from the deeded landowner; and
3. All parties affirm that information provided in this lease application is true and accurate. Circumstances have not changed and all matters involved with or affected by the original instream lease remain as they were when the lease was previously approved. We also acknowledge that the terms and conditions of the original lease, referenced herein, are incorporated by reference in their entirety.

[Signature]
Signature of Lessor

Date: 01/20/2018

Printed name (and title): Lisa L. Stangier, Successor Trustee
Business name, if applicable: John A. Heffley Credit Shelter Trust of June 23, 2011
Mailing Address (with state and zip): PO Box 580, Monmouth, OR 97361-0580
Phone number (include area code): 541-619-1337 \*\*E-mail address: dstangier@cs.com

Signature of Lessor
Date:

Printed name (and title): Business name, if applicable:
Mailing Address (with state and zip):
Phone number (include area code): \*\*E-mail address:

See next page for additional signatures.

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Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Co-Lessor

Printed name (and title): \_\_\_\_\_

District/organization name: \_\_\_\_\_

Mailing Address (with state and zip): \_\_\_\_\_

Phone number (include area code): \_\_\_\_\_ \*\*E-mail address: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Co-Lessor

Printed name (and title): \_\_\_\_\_

Business/organization name: \_\_\_\_\_

Mailing Address (with state and zip): \_\_\_\_\_

Phone number (include area code): \_\_\_\_\_ \*\*E-mail address: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Lessee

Printed name (and title): \_\_\_\_\_

Business/organization name: \_\_\_\_\_

Mailing Address (with state and zip): \_\_\_\_\_

Phone number (include area code): \_\_\_\_\_ \*\*E-mail address: \_\_\_\_\_

**\*\* BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED TO THE LESSOR.**

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**CERTIFICATION OF TRUST**  
**JOHN A. HEFFLEY CREDIT SHELTER TRUST**

Declaration of Trustee:

Pursuant to ORS 130.860, I, Lisa L. Stangier, being first duly sworn, depose and say:

1. The John A. Heffley and Charlotte B. Heffley Joint Revocable Trust was executed on March 3, 1998 by John A. Heffley and Charlotte B. Heffley as Settlers and John A. Heffley and Charlotte B. Heffley as Trustees.
2. John A. Heffley died on June 23, 2011. As a result of his death, a portion of the trust assets were distributed to the John A. Heffley Credit Shelter Trust (the "Trust"), which Trust is irrevocable and cannot be modified or amended, except as provided by Oregon statutes.
3. The originally named Trustee of the Trust was Charlotte B. Heffley. Charlotte B. Heffley died on November 25, 2016. Lisa L. Stangier is the named successor trustee of the Trust.
4. The currently acting Trustee of the Trust is Lisa L. Stangier, whose mailing address is P.O. Box 1988, Albany, OR 97321.
5. The trust powers include all those trust powers set forth in ORS 130.720–130.725.
6. The Trust's taxpayer identification number is 45-6915503.
7. Trust assets should be held in the following name: "Lisa L. Stangier, as Successor Trustee of the John A. Heffley Credit Shelter Trust of June 23, 2011."
8. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this certification to be incorrect.
9. The Successor Trustee is Anne M. Gaarenstroom. The circumstances under which the Successor Trustee will assume Trust powers is upon the death and/or incompetency of the currently acting trustee.
10. The Trust was established under the laws of the state of Oregon.
11. This certificate is made to evidence the appointment and incumbency of the Trustee as the appropriate person to endorse or execute agreements and securities standing in the name of or belonging to the Trust. A person who acts in reliance on this Certification of Trust without actual knowledge that the representations contained herein are incorrect is not liable to any person for acting in reliance on the Certification and may assume, without inquiry, the existence of the facts contained in the Certification. Any transaction and any lien created thereby entered into by a Trustee or Trustees and a person acting in reliance on this Certification of Trust

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without actual knowledge that the representations contained herein are incorrect shall be enforceable against the Trust.

12. Legal Counsel for the Trustee is:

Thomas J. Wettlaufer  
Harris Berne Christensen LLP  
625 Hawthorne Ave SE, Suite 100  
Salem, OR 97301  
501-585-4433

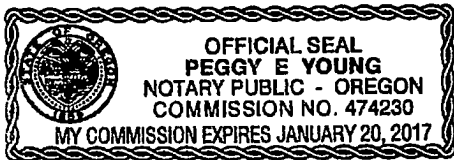
DATED: January 18, 2017.

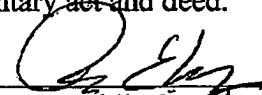
TRUSTEE:

  
\_\_\_\_\_  
Lisa L. Stangier

STATE OF OREGON            )  
  )  
County of Marion        )        ss.

On January 18, 2017 personally appeared before me the above-named Lisa L. Stangier, Successor Trustee of the John A. Heffley Credit Shelter Trust as of June 23, 2011, and acknowledged the foregoing instrument to be her voluntary act and deed.



  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: 1-20-2017

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After recording, return to  
(File No. 35404001)

Garrett Hemann Robertson P.C.  
PO Box 749  
Salem OR 97308-0749

Until a change is requested, all tax statements  
shall be sent to the following address:

Charlotte B. Heffley, Trustee  
John A. Heffley Credit Shelter Trust  
1921 Spicetree lane SE  
Salem OR 97306

RECORDED IN POLK COUNTY  
Valerie Unger, County Clerk

2012-005753



\$71.00

00257596201200057530060065

06/08/2012 03:11:12 PM

REC-COR Cnt=1 Stn=1 K. WILLIAMS  
\$30.00 \$10.00 \$11.00 \$15.00 \$5.00

RECORDED IN POLK COUNTY  
Valerie Unger, County Clerk

2012-004734



\$71.00

00256507201200047340060066

05/16/2012 08:39:52 AM

REC-BS Cnt=1 Stn=1 K. WILLIAMS  
\$30.00 \$10.00 \$11.00 \$15.00 \$5.00

RERECORDED TO CORRECT LEGAL DESCRIPTION

**STATUTORY BARGAIN AND SALE DEED**

(ORS 93.860)

**Charlotte B. Heffley, Trustee of the John A. Heffley and Charlotte B. Heffley Joint Revocable Trust dated March 3, 1998**, whose address is 1921 Spicetree Lane SE, Salem, Oregon, 97306, Grantor, conveys to **Charlotte B. Heffley, Trustee of the John A. Heffley Credit Shelter Trust of June 23, 2011**, whose address is 1921 Spicetree Lane SE, Salem, Oregon, 97306, Grantee, the following described real property located in Polk County, Oregon:

See Attached Exhibit A, incorporated herein by this reference

and more commonly known as 10395 Simpson Road, Dallas, Oregon, bearing Tax Account Nos. 481377, 219314, and 219369.

**SUBJECT TO:**

All liens and encumbrances of record, including leases and rental agreements which may not have been recorded.

The true consideration for this conveyance is \$0.00. This transfer is to carry out the distributive provisions of the **John A. Heffley and Charlotte B. Heffley Joint Revocable Trust dated March 3, 1998**.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE

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LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

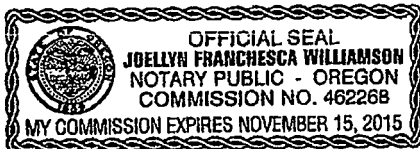
DATED this 10<sup>th</sup> day of May, 2012.

**JOHN A. HEFFLEY AND CHARLOTTE B. HEFFLEY JOINT REVOCABLE TRUST  
DATED MARCH 3, 1998**

By: Charlotte B. Heffley  
Charlotte B. Heffley, Trustee

STATE OF OREGON            )  
  ) ss.  
County of Marion            )

On this 10<sup>th</sup> day of May, 2012, personally appeared the above named **Charlotte B. Heffley**, Trustee of the **John A. Heffley and Charlotte B. Heffley Joint Revocable Trust dated March 3, 1998**, and acknowledged the forgoing instrument to be her voluntary act and deed.



Joellyn Williamson  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11-15-2015

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**EXHIBIT A**  
**(Legal Description)**

PARCEL 1:

All that part of the following described premises lying and abutting upon the North side of the county Road running through and across said premises, to-wit: That part of the Donation Land Claim of Aaron Chamberlin and wife, being Claim No. 42, Notification No. 1654, in Township Nine South, Range Five West of the Willamette Meridian, described as beginning at the Southwest corner of said Chamberlin Donation Land Claim and running thence East 26.80 chains, thence North 97.29 chains to the Luckiamute River, thence up stream following the meanderings of said River to where it intersects the West line of said Donation Land Claim, thence South on the West Boundary line of said Donation Land Claim to the place of beginning.

Excepting and reserving from said above described tract of land 10.12 acres, heretofore deeded to O. M. Allen, by deed recorded in Vol. 61 at page 69, of the Deed Records of Folk County, Oregon.

Reserving unto the United States of America an easement for a telephone line on, over and across a strip of land 20 feet wide, being 10 feet wide on each side of the center of a telephone line as now located over and across said property and used by the United States of America in connection with property now owned by it at Camp Adair, Oregon, together with the right of ingress and egress along said telephone line at any and all times for any and all of the following purposes: Constructing, reconstructing, repairing, rebuilding, replacing, renewing, altering, patrolling, inspecting, operating, maintaining, and removing said telephone line and appurtenances convenient thereto. This easement shall continue for a period of 6 months from the date hereof.

Subject to right of way for transmission lines deeded to Mountain States Power Company Deed Record 101 at page 300, recorded August 11, 1937.

Subject to rights of the public in and to any portion of said property lying within the boundaries of roads and highways.

All uranium, thorium, and all other materials determined pursuant to section 5(b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such

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material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other service performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

The property above described and hereby conveyed is otherwise known as Camp Adair, Oregon, Tract No. A-110.

DELETE

PARCEL 2:

Beginning at the Northeast corner of the Donation Land Claim of Paul Hiltibrand and wife, Notification No. 2470, Claim No. 60 in Township, Nine South, Range Five West of the Willamette Meridian, and running thence South 20° 15' West 118.15 chains to the Northeast corner of the land sold to Ernest Alleman, thence North 88° 15' West 18.46 chains to a stake, thence North 24° 45' East 43.40 chains, thence North 59° 45' West 2.40 chains, thence North 25° East 2.00 chains, thence North 20° 15' East 75.81 chains to the North boundary line of said Donation Land Claim, thence South 79° East 16.75 chains to the place of beginning, excepting a right of way deeded to the Valley & Silets Railroad Company recorded in Volume 63 at page 606 of deed records of Polk County, Oregon, excepting a right of any for public road, all of said land being in Polk County.

Reserving unto the United States of America an easement for a telephone line on, over and across a strip of land 20 feet wide, being 10 feet wide on each side of the center of a telephone line as now located over and across said property and used by the United States of America in connection with property now owned by it at Camp Adair, Oregon, together with the right of ingress and egress along said telephone line at any and all times for any and all of the following purposes: Constructing, reconstructing, repairing, rebuilding, replacing, renewing, altering, patrolling, inspecting, operating, maintaining, and removing said telephone line and appurtenances convenient thereto. This easement shall continue for a period of 6 months from the date hereof.

Subject to the rights of the public in and to any portion of said property lying within the boundaries of roads and highways.



All uranium, thorium, and all other materials determined pursuant to section 5(b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other service performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

The property above described and hereby conveyed is otherwise known as Camp Adair, Oregon, Tract No. A-84.

PARCEL 3:

All that part of the following described premises lying and abutting upon the south side of the County Road running through and upon said described premises, to-wit:

That part of the Donation Land Claim of Aaron Chamberlin and wife, being claim No. 42, Notification No. 1654 in Township Nine South, Range Five West of the Willamette Meridian, described as beginning at the southwest corner of said Chamberlin Donation Land Claim; and running thence East 26.80 chains; thence North 97.29 chains to the Luckiamute River; thence up stream following the meanderings of said river to where it intersects the West line of said Donation Land Claim; thence South on the West boundary line of said Donation Land Claim to the place of beginning.

Excepting and reserving from said above described tract of land 10.12 acres heretofore deeded to O.M. Allen by deed recorded in Volume 61 at page 69 of the Deed Records of Polk County, Oregon, which is described as follows:

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Beginning at the Southwest corner of the Aaron Chamberlin Donation Land Claim in township Nine South, Range Five West of the Willamette Meridian, thence East 108 rods; thence North 15 rods; thence West 108 rods; thence South 15 rods to the place of beginning.

Rights of the public in and to any portion of said property lying within the boundaries of roads and highways.

The property above described and hereby conveyed is otherwise known as Camp Adair, Oregon Tract No. A-116.

All uranium, thorium, and all other materials determined pursuant to section 5(b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other service performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

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