

Application for a Permit to
Store Water in a Reservoir
Alternate Review Process (ORS 537.409)

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
503-986-0900
www.oregon.gov/OWRD



Use a separate form for each reservoir

You may use this form for a reservoir storing less than 9.2 acre-feet or with a dam less than 10 feet high.

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant (may be an individual(s) or organization)

Name(s) (as it should appear on any permit that may be issued) Rick Barnes	Primary Contact (required if applicant is an organization) 541-430-7035		
Mailing Address 455 Panorama Lane	City Roseburg	State OR	Zip 97471
Email Address * rbarnes@jennilake.com	Phone 541-430-7035		

Applicant (may be an individual(s) or organization)

Name(s) (as it should appear on any permit that may be issued) Nickel Mountain, L.L.C.	Primary Contact (required if applicant is an organization) Rick Barnes		
Mailing Address 455 Panorama Lane	City Roseburg	State OR	Zip 97471
Email Address * rbarnes@jennilake.com	Phone 541-430-7035		

Agent – The agent is authorized to represent the applicant in all matters relating to this application.

Agent/Business Name			
Mailing Address	City	State	Zip
Email Address *	Phone		

* Unless requested otherwise, the Department will send documents and notifications associated with the processing of this application in electronic form (i.e., by email). Please note, the Department will send the applicant the Proposed Final Order by certified mail and any permit that may be issued by standard mail.

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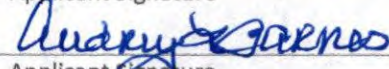
Salem, OR

By my signature below, I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot legally store water until the Water Resources Department issues a permit.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I receive a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to receive water to which they are entitled.

I (we) affirm that the information contained in this application is true and accurate.


Applicant Signature


Applicant Signature

Ricki N. Barnes, Operating Manager
Print Name and Title (if Organization)

Audrey L. Barnes, Member
Print Name and Title (if Organization)

July 20, 2026

Date

July 20, 2026

Date

SECTION 2: PROPERTY OWNERSHIP AND SIGNATORY AUTHORITY

A. Property Ownership

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed and used.

- ☒ YES, there are no encumbrances.
- ☐ YES, the land is encumbered by easements, rights of way, roads or other encumbrances.
- ☐ NO, I have a recorded easement or written authorization permitting access.
- ☐ NO, I do not currently have written authorization or easement permitting access.
- ☐ NO, written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submerged and/or submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).
- ☐ NO, because water is to be diverted, conveyed and used only on federal lands.
- ☐ NO, written authorization or an easement is not necessary, because the application is made by or on behalf of a public corporation. ORS 537.211(7). Public corporation is defined in ORS 536.007(7).

B. Affected Landowners

List the names, mailing addresses, and, if available, email addresses of all owners of any lands that are not owned by the applicant and that are crossed by the proposed ditch, canal or other work, or any lands not owned by the applicant within the proposed place of use, even if the applicant has obtained written authorization or an easement from the owner. *(Attach additional sheets if necessary.)*

NA

C. Legal Description

You must provide legal descriptions for all of the following: *(Attach copies)*

1. The property from which the water is to be diverted,
2. Any property crossed by the proposed ditch, canal or other work, and
3. Any property on which the water is to be used as depicted on the map.

D. Evidence of Signatory Authority

If the applicant is a public agency, corporation or business, trust, or other organization, you must provide the title or authority of the person signing the application on behalf of the entity in **Section 1**, and you must attach evidence of signatory authority or a signed statement that such authority exists. *(Attach copies)*

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SECTION 3: SOURCE OF WATER

A. Reservoir Name: Jenni Lake

B. Proposed Source of Water

Provide the name of the water body from which water will be diverted ("unnamed", if appropriate) and the name of the stream or lake it flows into. Indicate if the source is runoff, seepage, or a spring.

	SOURCE NAME	TRIBUTARY TO
Source 1:	unnamed stream	Rail Gulch
Source 2:		
Source 3:		

- C. The amount of water to be stored is 5.0 acre-feet.
This can be estimated as length (ft) x width (ft) x depth (ft) ÷ 43,560.
- D. The area submerged by the reservoir, when filled, will be 0.7 acres.
- E. The maximum height of the structure will be 7 feet above streambed or ground surface at the centerline of the crest of the dam. (If excavated only, indicate "zero feet".)

SECTION 4: WATER USE

Indicate the proposed use(s) of the stored water: Multi-purpose

NOTE: You may wish to consider filing for "Multipurpose use" for your reservoir. Multipurpose use does not limit the types of future uses for the stored water. Multipurpose covers all uses, which may include stock water, fish and wildlife, domestic, irrigation, agriculture, fire protection and pollution abatement.

SECTION 5: ENVIRONMENTAL IMPACT

- Is this an existing reservoir?
☒ Yes ☐ No
- Is the reservoir an enlargement of an existing dam/reservoir?
☐ Yes ☒ No
- Is the reservoir in a wetland (as determined by DSL)?
☐ Yes ☐ No ☒ Don't know
- Is the reservoir in-channel of a stream or off-channel:
☒ In-channel ☐ Off-Channel
- If the reservoir is proposed to be in-channel, is the stream:
☒ Perennial ☐ Intermittent ☐ Ephemeral ☐ N/A

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SECTION 5: ENVIRONMENTAL IMPACT, continued

- If the reservoir is proposed to be in-channel, has ODFW determined that native migratory fish are present?
☐ Yes ☒ No ☐ Don't know ☐ N/A
- Is the reservoir in the 100-year floodplain?
☐ Yes ☒ No ☐ Don't know
- If the reservoir is not in the channel of a stream, state how it is to be filled:
NA

If you have been working with other agencies, indicate agency, staff and phone numbers of those involved. Also indicate any agencies that are cost sharing in this project.

Coordination w/ODFW, Danette Faucera and other ODFW leadership - 971-280-3773 and D15 Watermaster staff

SECTION 6: WITHIN A DISTRICT

- ☐ Check here if the point of diversion or place of use are located within or are served by an irrigation or other water district.

Irrigation District Name NA		Mailing Address	
City	State	Zip	

SECTION 7: DESCRIPTION

Provide a short description of the design and operation of the proposed diversion, including a description of how live flow will be passed outside the authorized storage season. Use this space for narrative. You may also provide narrative and sketches on separate pages.

The reservoir (established ~1974) had pipe with gate valve and concrete wall installed allowing regulation of amount of water w/in storage facility if necessary. Water naturally flows out its course.

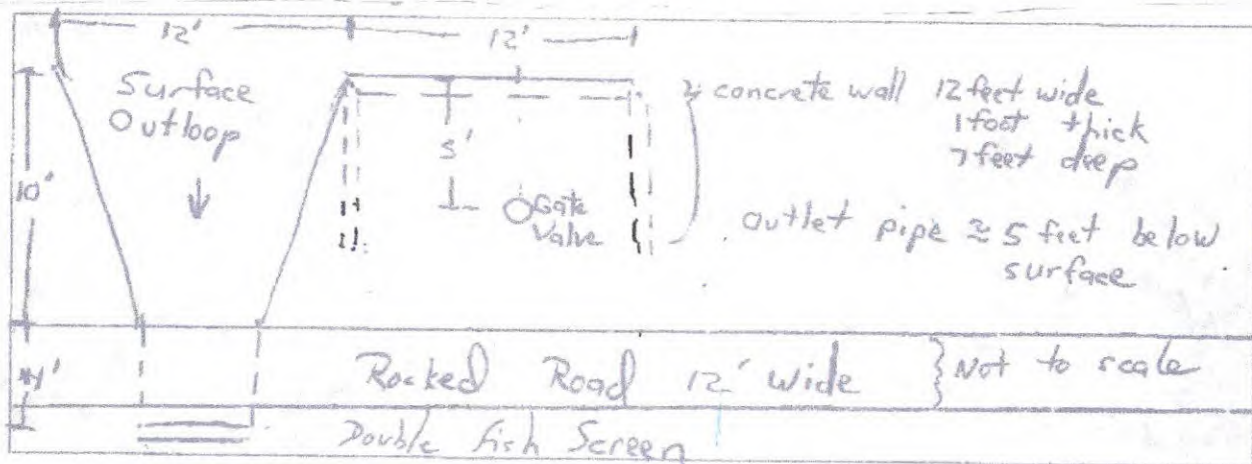
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SECTION 7: DESCRIPTION, continued

If the diversion involves a dam, use this space below (or attached pages) for sketches of the diversion (e.g. cross-section of the dam with its dimensions, dimension and placement of outlet pipe, means of passing live flow outside of the authorized storage season, and means for providing fish passage).



SECTION 8: REMARKS

Use this space to clarify any information you have provided in the application. (attach additional sheets if necessary)

Note- ODFW and ODF have determined NO migratory fish are present. - Section 5

This facility is also used as a bulge in the system for certificate 88957 which allows for industrial/manufacturing uses.

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Minimum Requirements Checklist

Minimum Requirements (ORS 537.409 and OAR 690-305-0010)

Include this checklist with the application

Check that each of the following items are included. The application will be returned as incomplete if all required items are not included. Please submit the original application and signatures to the Oregon Water Resources Department. Applicants are encouraged to keep a copy of the completed application. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

- ☒ SECTION 1: Applicant Information and Signature
- ☒ SECTION 2: Property Ownership and Signatory Authority
- ☒ SECTION 3: Source of Water
- ☒ SECTION 4: Water Use
- ☒ SECTION 5: Environmental Impact
- ☒ SECTION 6: Within a District
- ☒ SECTION 7: Description
- ☒ SECTION 8: Remarks

A COMPLETE APPLICATION INCLUDES THE FOLLOWING ITEMS:

Additional information may be required.

- ☒ Completed ***Application for a Permit to Store Water in a Reservoir (Alternate Review)*** (including Sections 1-8, as described above).
- ☒ Completed ***Land Use Information Form*** with original signature of local planning department. This form must be dated no more than one year prior to application submission.
- ☒ **Legal Description** of: (1) the property(ies) from which the water is to be diverted, (2) any property(ies) crossed by the proposed ditch, canal or other work, and (3) any property(ies) on which the water is to be used as depicted on the map.
- ☒ **Evidence of signatory authority** or a signed statement that such authority exists for applications submitted on behalf of an entity (e.g., organization).
- ☒ **Application Map** that includes all required elements as described in [OAR 690-305-0010](#).
- ☒ **Application Fees** – Please use the Fee Calculators at apps.wrd.state.or.us/apps/misc/wrd_fee_calculator/ or contact the Customer Service Group at wrddl_customerservice@water.oregon.gov or (503) 986-0900.

Total Examination Fee: \$ 1,030.00
Recording Fee: \$ 915.00

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Watermaster Alternate Reservoir Application Review Sheet

In lieu of the water right application process set forth in ORS 537.140 to 537.211, an owner of a reservoir may submit an alternate reservoir application for a reservoir that has a storage capacity less than 9.2 acre-feet or a dam or impoundment structure less than 10 feet in height. ORS 537.409 describes the criteria used to evaluate alternate reservoir applications.

The review shall be limited to issues pertaining to: a) water availability, b) potential detrimental impact to existing fishery resources; and c) potential injury to existing water rights. (ORS 537.409 (6))

Within 60 days after the Water Resources Department provides public notice, any person may submit detailed, legally obtained information in writing, requesting the Department to deny the application for a permit on the basis that the reservoir: (a) Would result in injury to an existing water right; or (b) Would pose a significant detrimental impact to existing fishery resources. (ORS 537.409 (5))

Applicant's Name: <u>Rick Barnes</u>
1. Does the proposed reservoir have the potential to injure existing water rights? ☒ YES ☐ NO
2. Can conditions be applied to mitigate the potential injury to existing water rights? ☒ YES ☐ NO ☐ N/A
3. Is water available for the proposed reservoir? ☒ YES ☐ NO
4. If yes, during what period? Beginning: <u>November</u> End: <u>June</u>
Attach a WARS printout at 50% exceedance. If WARS does not cover the proposed location, make a recommendation for a storage season based upon regulation history and your knowledge of the location. (Water Availability for Reservoir Policy found under OAR 690-410-0070(2)(c))

Watermaster Name: S. Douthit

Watermaster Signature: Susan Douthit Date: 7/10/2026

NOTE: This completed form must be returned to the applicant

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WATER AVAILABILITY TABLE

COW CR > S UMPQUA R - AT MOUTH

Watershed ID #: 300

Basin: UMPQUA

Exceedance Level: 50

Time: 7:26 AM ✓

Date: 07/10/2026 ✓

Watershed

Nest ID	Number	Stream Name	JAN	FEB	MAR	APR
---------	--------	-------------	-----	-----	-----	-----

MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	STOR
-----	-----	-----	-----	-----	-----	-----	-----	------

1	368	UMPQUA R > PACIFIC OCEAN - AT MOUTH	YES	YES	YES	YES		
YES	YES	YES	YES	YES	YES	YES	YES	YES
2	73350	UMPQUA R > PACIFIC OCEAN - AB LITTLE MILL CR	YES	YES	YES	YES		
YES	YES	YES	YES	YES	NO	YES	YES	YES
3	31630301	UMPQUA R > PACIFIC OCEAN - AB WOLF CR	YES	YES	YES	YES		
YES	YES	YES	YES	YES	NO	YES	YES	YES
4	351	S UMPQUA R > UMPQUA R - AT MOUTH	YES	YES	YES	YES		
YES	YES	NO	NO	NO	NO	YES	YES	YES
5	31630218	S UMPQUA R > UMPQUA R - AB MARSTERS CR AT GAGE 14312	YES	YES	YES	YES		
YES	YES	NO	NO	NO	NO	YES	YES	YES
6	300	COW CR > S UMPQUA R - AT MOUTH	YES	YES	YES	YES		
YES	YES	NO	NO	NO	NO	YES	YES	YES

LIMITING WATERSHEDS

COW CR > S UMPQUA R - AT MOUTH

Watershed ID #: 300

Basin: UMPQUA

Exceedance Level: 50

Time: 7:26 AM

Date: 07/10/2026

Limiting

Month	Watershed	Water Available?	Net Water Stream Name Available
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Monthly values are in cfs.

Storage is the annual amount at 50% exceedance
in ac-ft.

.....
.....
JAN 300 COW CR > S UMPQUA R - AT MOUTH
YES 932.0
FEB 300 COW CR > S UMPQUA R - AT MOUTH
YES 950.0
MAR 300 COW CR > S UMPQUA R - AT MOUTH
YES 988.0
APR 300 COW CR > S UMPQUA R - AT MOUTH
YES 546.0
MAY 300 COW CR > S UMPQUA R - AT MOUTH
YES 194.0
JUN 300 COW CR > S UMPQUA R - AT MOUTH
YES 49.9
JUL 31630218 S UMPQUA R > UMPQUA R - AB MARSTERS CR AT GAGE 1431200
NO -76.2
AUG 351 S UMPQUA R > UMPQUA R - AT MOUTH
NO -75.5
SEP 351 S UMPQUA R > UMPQUA R - AT MOUTH
NO -59.1
OCT 31630301 UMPQUA R > PACIFIC OCEAN - AB WOLF CR
NO -111.0
NOV 300 COW CR > S UMPQUA R - AT MOUTH
YES 25.6
DEC 300 COW CR > S UMPQUA R - AT MOUTH
YES 773.0
ANN 300 COW CR > S UMPQUA R - AT MOUTH
YES 268,000

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JUL 27 2026
Salem, OR

DETAILED REPORT ON THE WATER AVAILABILITY

CALCULATION

UMPQUA R > PACIFIC OCEAN - AT MOUTH

Watershed ID #: 368

Basin: UMPQUA

Exceedance Level: 50

Time: 7:26 AM

Date: 07/10/2026

Month	Natural	Consumptive	Expected	Reserved
Instream		Net		

Requirements	Stream Flow	Water Available	Use and Storage	Stream Flow	Stream Flow

Monthly values are in cfs.					
Storage is the annual amount at 50% exceedance					
in ac-ft.					
.....					
JAN	14,400.00		250.00	14,100.00	0.00
	1,000.00	13,100.00			
FEB	15,000.00		258.00	14,700.00	0.00
	1,000.00	13,700.00			
MAR	13,500.00		77.20	13,400.00	0.00
	1,000.00	12,400.00			
APR	10,400.00		92.00	10,300.00	0.00
	1,000.00	9,310.00			
MAY	6,990.00		121.00	6,870.00	0.00
	1,000.00	5,870.00			
JUN	3,590.00		199.00	3,390.00	0.00
	1,000.00	2,390.00			
JUL	1,860.00		234.00	1,630.00	0.00
	750.00	876.00			
AUG	1,340.00		209.00	1,130.00	0.00
	750.00	381.00			
SEP	1,290.00		175.00	1,110.00	0.00
	750.00	365.00			
OCT	1,690.00		75.30	1,610.00	0.00
	1,000.00	615.00			
NOV	5,110.00		132.00	4,980.00	0.00
	1,000.00	3,980.00			
DEC	13,900.00		243.00	13,700.00	0.00
	1,000.00	12,700.00			
ANN	5,350,000		124,000	5,230,000	0
	679,000	4,550,000			

DETAILED REPORT OF CONSUMPTIVE USES AND STORAGE

UMPQUA R > PACIFIC OCEAN - AT MOUTH

Watershed ID #: 368
Basin: UMPQUA

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Salem, OR

Time: 7:26 AM

Date: 07/10/2026

Month Storage Irrigation Municipal Industrial Commercial Domestic
Agriculture Other Total

Monthly values are in cfs.

.....
.....
JAN 180.00 0.00 14.90 7.03 0.23 4.90
1.95 41.40 250.00
FEB 188.00 0.00 14.90 7.03 0.23 4.90
1.95 41.40 258.00
MAR 4.65 2.13 14.90 7.03 0.23 4.90
1.95 41.40 77.20
APR 3.20 18.70 14.60 7.03 0.23 4.93
1.95 41.40 92.00
MAY 1.79 49.10 14.60 6.65 0.23 4.91
1.95 41.40 121.00
JUN 0.58 81.40 62.10 6.65 0.23 4.87
1.78 41.40 199.00
JUL 0.07 117.00 62.10 6.65 0.23 4.86
1.78 41.30 234.00
AUG 0.02 92.30 62.10 6.56 0.23 4.83
1.77 41.30 209.00
SEP 0.01 58.00 62.10 6.56 0.23 4.84
1.94 41.30 175.00
OCT 0.01 5.82 14.60 6.56 0.23 4.85
1.94 41.30 75.30
NOV 62.70 0.01 14.60 6.65 0.23 4.83
1.94 41.30 132.00
DEC 174.00 0.00 14.60 6.73 0.23 4.88
1.95 41.40 243.00

DETAILED REPORT OF RESERVATIONS FOR STORAGE AND

CONSUMPTIVE USE

UMPQUA R > PACIFIC OCEAN - AT MOUTH

Watershed ID #: 368
Basin: UMPQUA

Time: 7:26 AM

Date: 07/10/2026

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Salem, OR

Application

Number	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC					

Monthly values are in cfs.

.....
.....
No Reservations were found for this Water
Availability Basin

DETAILED REPORT OF INSTREAM REQUIREMENTS

UMPQUA R > PACIFIC OCEAN - AT MOUTH

Watershed ID #: 368
Basin: UMPQUA
Time: 7:26 AM
Date: 07/10/2026

Application

Number	Status	JAN	FEB	MAR	APR	MAY	JUN	JUL
AUG	SEP	OCT	NOV	DEC				

Monthly values are in
cfs.

.....
.....
MF368A CERTIFICATE 1000.0 1000.0 1000.0 1000.0 1000.0 1000.0 1000.0 750.0
750.0 750.0 1000.0 1000.00 1000.0

.....
.....
MAXIMUM 1000.0 1000.0 1000.0 1000.0 1000.0 1000.0 1000.0 750.0
750.0 750.0 1000.0 1000.0 1000.0

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JUL 27 2026

DETAILED REPORT ON THE WATER AVAILABILITY

CALCULATION

Salem, OR

UMPQUA R > PACIFIC OCEAN - AB LITTLE MILL CR

Watershed ID #: 73350

Basin: UMPQUA

Exceedance Level: 50

Time: 7:26 AM

Date: 07/10/2026

Month	Natural Instream Requirements	Stream Flow	Consumptive Net Use and Water Storage Available	Expected Stream Flow	Reserved Stream Flow
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Monthly values are in cfs.

Storage is the annual amount at 50% exceedance
in ac-ft.

JAN	11,400.00	246.00	11,200.00	0.00
	1,700.00	9,450.00		
FEB	12,000.00	256.00	11,700.00	0.00
	1,700.00	10,000.00		
MAR	11,300.00	75.90	11,200.00	0.00
	1,700.00	9,520.00		
APR	9,080.00	90.60	8,990.00	0.00
	1,700.00	7,290.00		
MAY	6,250.00	119.00	6,130.00	0.00
	1,700.00	4,430.00		
JUN	3,270.00	196.00	3,070.00	0.00
	1,700.00	1,370.00		
JUL	1,720.00	230.00	1,490.00	0.00
	1,000.00	490.00		
AUG	1,260.00	206.00	1,050.00	0.00
	1,000.00	54.40		
SEP	1,230.00	173.00	1,060.00	0.00
	1,000.00	57.10		
OCT	1,560.00	74.10	1,490.00	0.00
	1,560.00	-74.10		
NOV	4,060.00	130.00	3,930.00	0.00
	1,700.00	2,230.00		
DEC	11,400.00	246.00	11,200.00	0.00

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JUL 27 2026

Salem, OR

ANN	1,700.00	4,480,000	9,450.00	123,000	4,360,000	0
	1,100,000		3,270,000			

DETAILED REPORT OF CONSUMPTIVE USES AND STORAGE

UMPQUA R > PACIFIC OCEAN - AB LITTLE MILL CR

Watershed ID #: 73350

Basin: UMPQUA

Time: 7:26 AM

Date: 07/10/2026

Month	Storage	Irrigation	Municipal	Industrial	Commercial	Domestic
Agriculture	Other	Total				

Monthly values are in cfs.

JAN	177.00	0.00	14.90	6.91	0.23	4.01
1.83	41.40	246.00				
FEB	187.00	0.00	14.90	6.91	0.23	4.01
1.83	41.40	256.00				
MAR	4.43	2.13	14.90	6.91	0.23	4.02
1.83	41.40	75.90				
APR	3.06	18.60	14.60	6.91	0.23	4.04
1.83	41.40	90.60				
MAY	1.70	48.50	14.60	6.53	0.23	4.02
1.83	41.40	119.00				
JUN	0.54	79.50	62.10	6.53	0.23	3.99
1.66	41.40	196.00				
JUL	0.06	114.00	62.10	6.53	0.23	3.97
1.66	41.30	230.00				
AUG	0.01	89.90	62.10	6.44	0.23	3.95
1.65	41.30	206.00				
SEP	0.01	57.00	62.10	6.44	0.23	3.95
1.82	41.30	173.00				
OCT	0.00	5.73	14.60	6.44	0.23	3.97
1.82	41.30	74.10				
NOV	62.00	0.01	14.60	6.53	0.23	3.94
1.82	41.30	130.00				
DEC	177.00	0.00	14.60	6.61	0.23	3.99

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1.83 41.40 246.00

Salem, OR

DETAILED REPORT OF RESERVATIONS FOR STORAGE AND
CONSUMPTIVE USE

UMPQUA R > PACIFIC OCEAN - AB LITTLE MILL CR

Watershed ID #: 73350
Basin: UMPQUA
Time: 7:26 AM
Date: 07/10/2026

Application

Number	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC					

Monthly values are in cfs.

No Reservations were found for this Water

Availability Basin

DETAILED REPORT OF INSTREAM REQUIREMENTS

UMPQUA R > PACIFIC OCEAN - AB LITTLE MILL CR

Watershed ID #: 73350
Basin: UMPQUA
Time: 7:26 AM
Date: 07/10/2026

Application

Number	Status	JAN	FEB	MAR	APR	MAY	JUN	JUL
AUG	SEP	OCT	NOV	DEC				

Received by OWRD

JUL 27 2026

Monthly values are in

cfs.

Salem, OR

.....
.....
MF367A CERTIFICATE 525.0 525.0 525.0 525.0 525.0 525.0 525.0
525.0 525.0 525.0 525.00 525.0
MF368B CERTIFICATE 1000.0 1000.0 1000.0 1000.0 1000.0 1000.0 750.0
750.0 750.0 1000.0 1000.00 1000.0
IS73350A CERTIFICATE 1700.0 1700.0 1700.0 1700.0 1700.0 1700.0 1000.0
1000.0 1000.0 1560.0 1700.00 1700.0
.....
.....
MAXIMUM 1700.0 1700.0 1700.0 1700.0 1700.0 1700.0 1000.0
1000.0 1000.0 1560.0 1700.0 1700.0

DETAILED REPORT ON THE WATER AVAILABILITY

CALCULATION

UMPQUA R > PACIFIC OCEAN - AB WOLF CR

Watershed ID #: 31630301

Basin: UMPQUA

Exceedance Level: 50

Time: 7:26 AM

Date: 07/10/2026

Month Natural Consumptive Expected Reserved
Instream Stream Net Use and Stream Stream
Requirements Flow Water Storage Flow Flow
Available

Monthly values are in cfs.

Storage is the annual amount at 50% exceedance
in ac-ft.

.....
.....
JAN 9,950.00 203.00 9,750.00 0.00
1,700.00 8,050.00
FEB 10,400.00 211.00 10,200.00 0.00
1,700.00 8,490.00
MAR 10,000.00 33.10 9,970.00 0.00

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JUL 27 2026

Salem, OR

APR	1,700.00	8,280.00	8,270.00	45.20	8,230.00	0.00
MAY	1,700.00	5,810.00	6,530.00	65.00	5,740.00	0.00
JUN	1,700.00	3,070.00	4,040.00	136.00	2,930.00	0.00
JUL	1,700.00	1,640.00	1,230.00	165.00	1,480.00	0.00
AUG	1,000.00	1,200.00	475.00	145.00	1,060.00	0.00
SEP	1,000.00	1,170.00	55.10	117.00	1,050.00	0.00
OCT	1,000.00	1,480.00	52.80	31.00	1,450.00	0.00
NOV	1,560.00	3,690.00	-111.00	90.60	3,600.00	0.00
DEC	1,700.00	9,910.00	1,900.00	202.00	9,710.00	0.00
ANN	1,700.00	4,010,000	8,010.00	87,100	3,920,000	0
	1,100,000		2,830,000			

DETAILED REPORT OF CONSUMPTIVE USES AND STORAGE

UMPQUA R > PACIFIC OCEAN - AB WOLF CR

Watershed ID #: 31630301

Basin: UMPQUA

Time: 7:26 AM

Date: 07/10/2026

Month	Storage	Irrigation	Municipal	Industrial	Commercial	Domestic
Agriculture	Other	Total				

Monthly values are in cfs.

JAN	176.00	0.00	13.90	6.65	0.23	3.74
	1.36	1.39	203.00			
FEB	184.00	0.00	13.90	6.65	0.23	3.74
	1.36	1.39	211.00			
MAR	4.13	1.75	13.90	6.65	0.23	3.74

Received by OWRD

JUL 27 2026

Salem, OR

	1.36	1.39	33.10				
APR	2.92		15.30	13.60	6.65	0.23	3.77
	1.36	1.39	45.20				
MAY	1.64		39.80	13.50	6.27	0.23	3.76
	1.36	1.39	68.00				
JUN	0.53		65.20	57.80	6.27	0.23	3.73
	1.36	1.39	136.00				
JUL	0.05		94.10	57.80	6.27	0.23	3.71
	1.36	1.34	165.00				
AUG	0.01		74.30	57.80	6.18	0.23	3.69
	1.35	1.34	145.00				
SEP	0.01		46.60	57.80	6.18	0.23	3.69
	1.35	1.34	117.00				
OCT	0.00		4.68	13.50	6.18	0.23	3.70
	1.35	1.34	31.00				
NOV	64.20		0.01	13.50	6.27	0.23	3.68
	1.35	1.34	90.60				
DEC	175.00		0.00	13.50	6.35	0.23	3.72
	1.36	1.39	202.00				

DETAILED REPORT OF RESERVATIONS FOR STORAGE AND

CONSUMPTIVE USE

UMPQUA R > PACIFIC OCEAN - AB WOLF CR

Watershed ID #: 31630301

Basin: UMPQUA

Time: 7:26 AM

Date: 07/10/2026

Application

Number	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC					

Monthly values are in cfs.

No Reservations were found for this Water

Availability Basin

Received by OWRD

JUL 27 2026

Salem, OR

DETAILED REPORT OF INSTREAM REQUIREMENTS

UMPQUA R > PACIFIC OCEAN - AB WOLF CR

Watershed ID #: 31630301

Basin: UMPQUA

Time: 7:26 AM

Date: 07/10/2026

Application

Number	Status	JAN	FEB	MAR	APR	MAY	JUN	JUL
AUG	SEP	OCT	NOV	DEC				

Monthly values are in

cfs.

MF368C	CERTIFICATE	1000.0	1000.0	1000.0	1000.0	1000.0	1000.0	750.0
750.0	750.0	1000.0	1000.00	1000.0				
IS73350B	CERTIFICATE	1700.0	1700.0	1700.0	1700.0	1700.0	1700.0	1000.0
1000.0	1000.0	1560.0	1700.00	1700.0				
MAXIMUM		1700.0	1700.0	1700.0	1700.0	1700.0	1700.0	1000.0
1000.0	1000.0	1560.0	1700.0	1700.0				

DETAILED REPORT ON THE WATER AVAILABILITY

CALCULATION

S UMPQUA R > UMPQUA R - AT MOUTH

Watershed ID #: 351

Basin: UMPQUA

Exceedance Level: 50

Time: 7:26 AM

Date: 07/10/2026

Month	Natural	Consumptive	Expected	Reserved
Instream	Stream	Net	Stream	Stream
Requirements		Use and		
		Water		

	Flow	Storage	Flow	Flow
	Available			

Received by OWRD			Monthly values are in cfs.	
JUL 27 2026			Storage is the annual amount at 50% exceedance	
in ac-ft.				
Salem, OR				
.....				
JAN	4,390.00	182.00	4,210.00	0.00
	595.00	3,610.00		
FEB	4,560.00	189.00	4,370.00	0.00
	595.00	3,780.00		
MAR	4,550.00	18.80	4,530.00	0.00
	595.00	3,940.00		
APR	3,140.00	25.90	3,110.00	0.00
	595.00	2,520.00		
MAY	1,860.00	39.20	1,820.00	0.00
	350.00	1,470.00		
JUN	725.00	70.70	654.00	0.00
	235.00	419.00		
JUL	259.00	87.30	172.00	0.00
	235.00	-63.30		
AUG	146.00	75.50	70.50	0.00
	146.00	-75.50		
SEP	139.00	59.10	79.90	0.00
	139.00	-59.10		
OCT	211.00	17.00	194.00	0.00
	300.00	-106.00		
NOV	972.00	50.90	921.00	0.00
	595.00	326.00		
DEC	4,180.00	174.00	4,010.00	0.00
	595.00	3,410.00		
ANN	1,510,000	59,400	1,450,000	0
	300,000	1,170,000		

DETAILED REPORT OF CONSUMPTIVE USES AND STORAGE

S UMPQUA R > UMPQUA R - AT MOUTH

Watershed ID #: 351
 Basin: UMPQUA
 Time: 7:26 AM
 Date: 07/10/2026

Month	Storage	Irrigation	Municipal	Industrial	Commercial	Domestic
Agriculture	Other	Total				

Monthly values are in cfs.

JAN	167.00	0.00	5.59	5.42	0.00	1.82
0.91	1.34	182.00				
FEB	174.00	0.00	5.59	5.42	0.00	1.82
0.91	1.34	189.00				
MAR	2.66	1.06	5.59	5.42	0.00	1.82
0.91	1.34	18.80				
APR	1.80	9.31	5.26	5.42	0.00	1.82
0.91	1.34	25.90				
MAY	1.05	23.80	5.25	5.04	0.00	1.80
0.91	1.34	39.20				
JUN	0.30	39.00	22.40	5.04	0.00	1.78
0.91	1.34	70.70				
JUL	0.00	55.80	22.40	5.04	0.00	1.78
0.91	1.34	87.30				
AUG	0.00	44.20	22.40	4.95	0.00	1.76
0.91	1.34	75.50				
SEP	0.00	27.80	22.40	4.95	0.00	1.76
0.91	1.34	59.10				
OCT	0.00	2.78	5.25	4.95	0.00	1.76
0.91	1.34	17.00				
NOV	36.60	0.00	5.25	5.04	0.00	1.77
0.91	1.34	50.90				
DEC	159.00	0.00	5.25	5.12	0.00	1.80
0.91	1.34	174.00				

DETAILED REPORT OF RESERVATIONS FOR STORAGE AND CONSUMPTIVE USE

S UMPQUA R > UMPQUA R - AT MOUTH

Watershed ID #: 351
Basin: UMPQUA
Time: 7:26 AM
Date: 07/10/2026

Received by OWRD
JUL 27 2026
Salem, OR

Application

Number SEP	JAN OCT	FEB NOV	MAR DEC	APR	MAY	JUN	JUL	AUG
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Monthly values are in cfs.

No Reservations were found for this Water

Availability Basin

Received by OWRD

JUL 27 2026

Salem, OR

DETAILED REPORT OF INSTREAM REQUIREMENTS

S UMPQUA R > UMPQUA R - AT MOUTH

Watershed ID #: 351
Basin: UMPQUA

Time: 7:26 AM

Date: 07/10/2026

Application

Number AUG SEP	Status OCT NOV	JAN DEC	FEB	MAR	APR	MAY	JUN	JUL
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Monthly values are in

cfs.

MF349A	CERTIFICATE	60.0	60.0	60.0	60.0	60.0	60.0	60.0
60.0	60.0	60.0	60.00	60.0				
MF350A	CERTIFICATE	350.0	350.0	350.0	350.0	275.0	225.0	150.0
90.0	90.0	300.0	400.00	350.0				
MF351A	CERTIFICATE	350.0	350.0	350.0	350.0	275.0	225.0	150.0
122.0	122.0	300.0	400.00	350.0				
IS89024A	PFO	595.0	595.0	595.0	595.0	350.0	235.0	235.0
146.0	139.0	211.0	595.00	595.0				
IS89026A	PFO	46.5	51.7	40.1	24.4	10.7	7.5	4.4
3.0	1.8	2.5	9.18	38.9				

.....	MAXIMUM	595.0	595.0	595.0	595.0	350.0	235.0	235.0
146.0	139.0	300.0	595.0	595.0				

DETAILED REPORT ON THE WATER AVAILABILITY

CALCULATION

S UMPQUA R > UMPQUA R - AB MARSTERS CR AT GAGE

1431200

Watershed ID #: 31630218

Basin: UMPQUA

Exceedance Level: 50

Time: 7:26 AM

Date: 07/10/2026

Month	Natural	Consumptive	Expected	Reserved
Instream	Stream	Net	Stream	Stream
Requirements	Flow	Use and	Flow	Flow
		Water		
		Storage		
	Available			

Received by OWRD

Monthly values are in cfs.

in ac-ft.

JUL 27 2026

Storage is the annual amount at 50% exceedance

Salem, OR

JAN	4,050.00	186.00	3,860.00	0.00
595.00	3,270.00			
FEB	4,220.00	193.00	4,030.00	0.00
595.00	3,430.00			
MAR	4,260.00	24.10	4,240.00	0.00
595.00	3,640.00			
APR	2,980.00	29.90	2,950.00	0.00
595.00	2,360.00			
MAY	1,800.00	40.70	1,760.00	0.00
350.00	1,410.00			
JUN	678.00	65.20	613.00	0.00
235.00	378.00			
JUL	238.00	79.20	159.00	0.00
235.00	-76.20			
AUG	133.00	69.40	63.60	0.00
133.00	-69.40			
SEP	128.00	55.70	72.30	0.00

Received by OWRD

JUL 27 2026

Salem, OR

	128.00		-55.70			
OCT		198.00		22.30	176.00	0.00
	250.00		-74.30			
NOV		917.00		57.00	860.00	0.00
	595.00		265.00			
DEC		3,850.00		177.00	3,670.00	0.00
	595.00		3,080.00			
ANN		1,410,000		59,900	1,350,000	0
	295,000		1,070,000			

DETAILED REPORT OF CONSUMPTIVE USES AND STORAGE

S UMPQUA R > UMPQUA R - AB MARSTERS CR AT GAGE

1431200

Watershed ID #: 31630218

Basin: UMPQUA

Time: 7:26 AM

Date: 07/10/2026

Month	Storage	Irrigation	Municipal	Industrial	Commercial	Domestic
Agriculture	Other	Total				

Monthly values are in cfs.

JAN	165.00	0.00	12.50	4.38	0.01	1.87
0.79	1.34	186.00				
FEB	172.00	0.00	12.50	4.38	0.01	1.87
0.79	1.34	193.00				
MAR	2.35	0.88	12.50	4.38	0.01	1.88
0.79	1.34	24.10				
APR	1.60	7.72	12.20	4.38	0.01	1.87
0.79	1.34	29.90				
MAY	0.95	19.60	12.20	4.00	0.01	1.86
0.79	1.34	40.70				
JUN	0.28	32.20	24.70	4.00	0.01	1.84
0.79	1.34	65.20				
JUL	0.00	46.50	24.70	4.00	0.01	1.83
0.79	1.34	79.20				
AUG	0.00	36.80	24.70	3.91	0.01	1.81
0.79	1.34	69.40				
SEP	0.00	23.10	24.70	3.91	0.01	1.81

	0.79	1.34	55.70				
OCT	0.00		2.32	12.20	3.91	0.01	1.82
	0.79	1.34	22.30				
NOV	36.90		0.00	12.20	4.00	0.01	1.83
	0.79	1.34	57.00				
DEC	156.00		0.00	12.20	4.08	0.01	1.86
	0.79	1.34	177.00				

DETAILED REPORT OF RESERVATIONS FOR STORAGE AND
CONSUMPTIVE USE

S UMPQUA R > UMPQUA R - AB MARSTERS CR AT GAGE

1431200

Watershed ID #: 31630218

Basin: UMPQUA

Time: 7:26 AM

Date: 07/10/2026

Application

Number	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC					

Monthly values are in cfs.

.....

.....

No Reservations were found for this Water

Availability Basin

DETAILED REPORT OF INSTREAM REQUIREMENTS

S UMPQUA R > UMPQUA R - AB MARSTERS CR AT GAGE

1431200

Watershed ID #: 31630218

Basin: UMPQUA

Time: 7:26 AM

Date: 07/10/2026

Received by OWRD

JUL 27 2026

Salem, OR

Received by OWRD

JUL 27 2026

Salem, OR

Application

Number		Status	JAN		FEB	MAR	APR	MAY	JUN	JUL
AUG	SEP	OCT	NOV	DEC						

Monthly values are in

cfs.

MF352A	CERTIFICATE	350.0	350.0	350.0	350.0	275.0	225.0	120.0
70.0	70.0	250.0	400.00	350.0				
IS89024B	PFO	595.0	595.0	595.0	595.0	350.0	235.0	235.0
133.0	128.0	198.0	595.00	595.0				
MAXIMUM		595.0	595.0	595.0	595.0	350.0	235.0	235.0
133.0	128.0	250.0	595.0	595.0				

DETAILED REPORT ON THE WATER AVAILABILITY

CALCULATION

COW CR > S UMPQUA R - AT MOUTH

Watershed ID #: 300

Basin: UMPQUA

Exceedance Level: 50

Time: 7:26 AM

Date: 07/10/2026

Month	Natural	Consumptive	Expected	Reserved
Instream	Stream	Net	Stream	Stream
Requirements	Flow	Water	Flow	Flow
		Available		

Monthly values are in cfs.

Storage is the annual amount at 50% exceedance
in ac-ft.

JAN	1,240.00	83.10	1,160.00	0.00
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	225.00		932.00			
FEB	225.00	1,260.00		84.50	1,180.00	0.00
	225.00		950.00			
MAR	225.00	1,300.00		87.10	1,210.00	0.00
	225.00		988.00			
APR	225.00	779.00		7.95	771.00	0.00
	225.00		546.00			
MAY	135.00	340.00		10.80	329.00	0.00
	135.00		194.00			
JUN	90.00	159.00		19.10	140.00	0.00
	90.00		49.90			
JUL	77.60	77.60		22.80	54.80	0.00
	77.60		-22.80			
AUG	46.40	46.40		19.20	27.20	0.00
	46.40		-19.20			
SEP	43.20	43.20		15.60	27.60	0.00
	43.20		-15.60			
OCT	80.00	66.10		8.63	57.50	0.00
	80.00		-22.50			
NOV	225.00	273.00		22.40	251.00	0.00
	225.00		25.60			
DEC	225.00	1,070.00		72.30	998.00	0.00
	225.00		773.00			
ANN	110,000	400,000		27,300	373,000	0
			268,000			

Received by OWRD

JUL 27 2026

Salem, OR

DETAILED REPORT OF CONSUMPTIVE USES AND STORAGE

COW CR > S UMPQUA R - AT MOUTH

Watershed ID #: 300
Basin: UMPQUA

Time: 7:26 AM

Date: 07/10/2026

Month	Storage	Irrigation	Municipal	Industrial	Commercial	Domestic
Agriculture	Other	Total				

Monthly values are in cfs.

JAN	77.50	0.00	1.50	3.57	0.00	0.40
-----	-------	------	------	------	------	------

	0.13	0.00	83.10				
FEB	78.90	0.00	0.00	1.50	3.57	0.00	0.40
	0.13	0.00	84.50				
MAR	81.50	0.00	0.01	1.50	3.57	0.00	0.40
	0.13	0.00	87.10				
APR	0.28	0.00	2.07	1.50	3.57	0.00	0.40
	0.13	0.00	7.95				
MAY	0.09	0.00	5.36	1.49	3.38	0.00	0.40
	0.13	0.00	10.80				
JUN	0.03	0.00	8.79	6.37	3.38	0.00	0.40
	0.13	0.00	19.10				
JUL	0.00	0.00	12.60	6.37	3.38	0.00	0.40
	0.13	0.00	22.80				
AUG	0.00	0.00	9.80	6.37	2.49	0.00	0.40
	0.13	0.00	19.20				
SEP	0.00	0.00	6.16	6.37	2.49	0.00	0.40
	0.13	0.00	15.60				
OCT	4.12	0.00	0.00	1.49	2.49	0.00	0.40
	0.13	0.00	8.63				
NOV	17.00	0.00	0.00	1.49	3.38	0.00	0.40
	0.13	0.00	22.40				
DEC	66.80	0.00	0.00	1.49	3.46	0.00	0.40
	0.13	0.00	72.30				

DETAILED REPORT OF RESERVATIONS FOR STORAGE AND
 CONSUMPTIVE USE

COW CR > S UMPQUA R - AT MOUTH

Watershed ID #: 300
 Basin: UMPQUA
 Time: 7:26 AM
 Date: 07/10/2026

Application

Number	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC					

Monthly values are in cfs.

Received by OWRD

JUL 27 2026

Salem, OR

No Reservations were found for this Water

Availability Basin

DETAILED REPORT OF INSTREAM REQUIREMENTS

COW CR > S UMPQUA R - AT MOUTH

Watershed ID #: 300
Basin: UMPQUA
Time: 7:26 AM
Date: 07/10/2026

Application

	Number	Status	JAN	FEB	MAR	APR	MAY	JUN	JUL
AUG	SEP	OCT	NOV	DEC					

Monthly values are in
cfs.

MF299A	CERTIFICATE	11.0	11.0	11.0	11.0	11.0	11.0	11.0	11.0
11.0	11.0	11.0	11.00	11.0					
MF300A	CERTIFICATE	135.0	135.0	135.0	135.0	100.0	70.0	50.0	
20.0	20.0	80.0	150.00	150.0					
IS89086A	PFO	225.0	225.0	225.0	225.0	135.0	90.0	77.6	
46.4	43.2	66.1	225.00	225.0					
MAXIMUM		225.0	225.0	225.0	225.0	135.0	90.0	77.6	
46.4	43.2	80.0	225.0	225.0					

Received by OWRD
JUL 27 2026
Salem, OR



1036 SE Douglas Avenue | Room 106 - Justice Building | Douglas County Courthouse | Roseburg, Oregon 97470
(541) 440-4289 | planning@douglascountyor.gov

Planning and Sanitation Worksheet

Worksheet Number: 260646

Type: Other Action

Applicant / Owner

Applicant: Rick Barnes
Address: 455 Panorama Lane
City/State/Zip: Roseburg, OR 97471
Phone: 541-430-7035
Email: rbarnes@jennilake.com

Owner: Nickel Mountain L.L.C.
Address: 455 Panorama Ln
City/State/Zip: Roseburg, OR 97471,
Phone:
Email:

Site Information

Site Address: 5115 Riddle By-pass Rd
City/State/Zip: Riddle, OR 97469,
Proposed Use: Land Use Compatibility
Statement

Property ID No: R37530
MTL: 30061600200
Acreage:

Improvement/Description: LUCS
Existing Structures (Number and Type): 320

Planning Department Information

Zoning: FF
Overlays:
Flood Plain: No
Floor Height Above Ground: NA
Sanitation: Septic - Existing
Water: Private
Access: Private Access

Setbacks
Front: 30'
Side: 10'
Rear: 10'
Exterior Side: NA
Height: None Established
Special: NA
Riparian: Greater than 50'

Sign Code: No Sign Proposed

Parking Spaces Required: NA

Conditions of Approval:

LUCS for Oregon Water Resources Department for a Land Use Information Form for fire protection and restocking fish into existing pond; no structural development authorized through this LUCS; must meet all requirements and permitting from all applicable agencies.

Refer To: None

Approved By: Jesi St. Clair
Receipt #: 6262

Approval Date: 07/14/2026
Expiration Date: 07/14/2027

Sanitation Information

Remarks:
Entity:

Signature/Date:

As, for, or on behalf of, all property owners

07/14/2026

Rick Barnes

Applicant Signature

Date

Received by OWRD

JUL 23 2026

Salem, OR

Land Use Information Form

OREGON



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

NOTE TO APPLICANTS

In order for your application to be processed by the Oregon Water Resources Department (OWRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be diverted, conveyed, used, and developed. Applications received by OWRD without the Land Use Information Form will be returned to you. Please be aware that your application cannot be approved without land use approval.

This form is NOT required if:

- 1) Water is to be diverted, conveyed, and used on federal lands only; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and all of the following apply:
 - a. The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b. The application involves a change in place of use only;
 - c. The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
 - d. The application involves irrigation water uses only.

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for a new water right or modifying an existing water right. The Oregon Water Resources Department (OWRD) requires applicants to obtain land use information to ensure the water right does not result in land uses that are incompatible with your comprehensive plan. Please complete the form and return it to the applicant for inclusion in their application.

You will receive notice via OWRD's weekly Public Notice once the applicant formally submits their request to OWRD. The notice will give more information about OWRD's water right process and provide additional comment opportunities. If you have questions concerning this form, please contact OWRD's Customer Service Group at 503-986-0900 or WRD_DL_customerservice@water.oregon.gov.

Received by OWRD

JUL 23 2026

Salem, OR

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Land Use Information Form



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

NAME Rick Barnes			PHONE 541-430-7035		
MAILING ADDRESS 455 Panorama Lane					
CITY Roseburg		STATE OR	ZIP 97471	EMAIL rbarnes@jennilake.com	

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts, may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:	Proposed Land Use:
30s	6w	16	SWSW	200	FF	☐ Diverted ☐ Conveyed ☒ Used	Multiple
						☐ Diverted ☐ Conveyed ☐ Used	
						☐ Diverted ☐ Conveyed ☐ Used	
						☐ Diverted ☐ Conveyed ☐ Used	
						☐ Diverted ☐ Conveyed ☐ Used	
						☐ Diverted ☐ Conveyed ☐ Used	

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Douglas County

NOTE: A separate Land Use Information Form must be completed and submitted for each county and city, as applicable.

B. Description of Proposed Use

Type of application to be filed with the Oregon Water Resources Department:

- ☒ Permit to Use or Store Water
 ☐ Water Right Transfer
 ☐ Permit Amendment or Ground Water Registration Modification
☐ Limited Water Use License
 ☐ Exchange of Water
 ☐ Allocation of Conserved Water

Source of water: ☐ Reservoir/Pond ☐ Ground Water ☒ Surface Water (name) unnamed stream trib to Rail Gulch

Estimated quantity of water needed: 5.0 ☐ cubic feet per second ☐ gallons per minute ☒ acre-feet

Intended use of water: ☐ Irrigation ☐ Commercial ☐ Industrial ☐ Domestic for _____ household(s)
☐ Municipal ☐ Quasi-Municipal ☐ Instream ☒ Other multiple

Briefly describe:

Will restock w/fish and water for fire protection.

See Page 4 →

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JUL 23 2026

For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- ☒ Land uses to be served by the proposed water use(s), including proposed construction, are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): LUD 3.5.050-D 3.2.050.
- ☐ Land uses to be served by the proposed water use(s), including proposed construction, involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being Pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued

Local governments are invited to express special land use concerns or make recommendations to the Oregon Water Resources Department regarding this proposed use of water in the box below or on a separate sheet.

<i>outright allowed via LUD 3.5.050-D 3.2.050</i>	DOUGLAS COUNTY PLANNING DEPARTMENT ROOM 106, JUSTICE BUILDING DOUGLAS COUNTY COURTHOUSE ROSEBURG, OR 97470
--	--

Name: Jessie St. Clair Title: P.O.D.

Signature: [Signature] Date: 7/14/2026

Governmental Entity: Douglas County Planning Dept. Phone: 541-440-4289

ODFW Alternate Reservoir Application Review Sheet

This portion to be completed by the applicant.

Applicant Name: Rick BarnesAddress: 455 Panorama Ln. Roseburg OR. 97471Phone/Email: 541-430-7035 / rbarnes@jennilake.comReservoir Name: Jenni LakeVolume (AF): 5Source: Unnamed Stream to Rail GulchBasin Name: South Umpqua☒ in-channelTwp Rng Sec QQ: 30S 6W 16 SWSW☐ off-channel

Note: It is unlikely that ODFW will be able to complete this form while you wait, nevertheless we recommend making an appointment to submit the form so as to provide any necessary clarifications. See pg. 6 of Instructions for contact information.

This portion to be completed by Oregon Department of Fish and Wildlife (ODFW) staff.

- 1) Is the proposed project and AO¹ off channel?..... ☐ YES* ☒ NO
(if yes then proceed to #4; if no then proceed to #2)

**Based on available information, the proposed use does not appear to involve instream structures that would create or maintain an artificial obstruction. However, if the applicant creates or maintains an artificial obstruction to fish passage for the proposed use, the applicant will need to address Oregon's fish passage laws.*

- 2) Is the proposed project or AO located where NMF² are or were historically present?..... ☐ YES ☒ NO
(if yes then proceed to #3; if no then proceed to #4)

3) If NMF are or were historically present:

- a. Is there an ODFW-approved fish-passage plan?..... ☐ YES ☐ NO
b. Is there an ODFW-approved fish-passage waiver or exemption?..... ☐ YES ☐ NO

If fish passage is required under ORS 509.580 through .910, then either 3(a) or 3(b) must be "Yes" to move forward with the application. If responses to 3(a) and 3(b) are "No", then the proposed reservoir does not meet the requirements of Oregon Fish Passage Law and shall not be constructed as proposed.

- 4) Would the proposed project pose any other significant detrimental impact to an existing fishery resource locally or downstream?..... ☒ YES ☐ NO

Explain below (for example, list STE species or other existing fishery resources that would be impacted negatively.)

- ☒ Any diversion or appropriation of water for storage during the period May - December poses a significant detrimental impact to existing fishery resources. *(For example, if diversion of water for storage during a*

¹ AO = Artificial Obstruction means any dam, diversion, culvert or other human-made device placed in waters of this state that precludes or prevents the migration of native migratory fish. ORS 509.580 (1)

² NMF = Native Migratory Fish Species in Oregon as defined by OAR 635 - 412 - 0005 (32)

certain time period would cause a significant detrimental impact to an existing fishery resource, then ODFW should recommend conditions or limitations.) If NMF fish are present at the project site or point of water diversion then the applicant should be advised that a fish screen consistent with screening criteria will be required.

- ☐ This proposed pond or reservoir contemplates impounding water in the Columbia Basin above Bonneville Dam. ODFW has determined that additional diversions of water in this area pose a significant detrimental impact to existing fishery resources during the period April 15 through September 30.

This revised review is based on a recent site visit (June 18th, 2026) to the watershed and downstream areas by ODFW's local District Fish Biologist, during which ODFW determined that the watershed poses a unique scenario based on land use, mining, and historical alteration of the stream network. ODFW observed lower Rail Gulch flowing through (underneath) the Green Mountain property and draining into Crawford Branch, no longer directly flowing into Cow Creek. Based on this observation, ODFW revised our assessment and determined the existing Cow Creek Water Availability Basin (WAB) is applicable to the proposed reservoir site when assessing impacts to instream habitat for existing fishery resources.

ESA-listed fish (Coho Salmon), sensitive species (Coastal Cutthroat, Pacific Lamprey, Umpqua Chub), and other game fish (Winter Steelhead, Fall Chinook Salmon) are present in Crawford Branch and Cow Creek during the period of impact. Based on parameters assessed by ODFW, instream flows are currently below those essential to support the biological needs of the existing fishery resources during July – December.

In addition, ODFW reviewed available information (Umpqua River Basin Total Maximum Daily Load for Temperature) regarding water quality impairment and determined that the proposed use would impair water quality that supports existing fishery resources (e.g., habitat) at or downstream of the Point of Diversion. Both temperature and dissolved oxygen are related to flow modifications and water withdrawals, and when combined with reduced streamflow, can increase stress on aquatic life. Because the proposed use would impair water quality that supports existing fishery resources (e.g., habitat) at or downstream of the Point of Diversion, ODFW recommends that the water use, including any releases from the reservoir to waters of the state (see "Water Quality" condition below), also be restricted in accordance with the TMDL critical period of May - October.

Impairment to Fishery Resource	Jan	Feb	Mar	Apr						
Water Quantity										
Water Quality										

If YES, can conditions be applied to mitigate the significant detrimental impact to an existing fishery resource?

☐ NO (explain) ☒ YES (select from Menu of Conditions on next page)

☒ See applicable conditions selected from "Menu of Conditions" on next page

Based on the impairments listed above, ODFW recommends the season of use (fill season) be restricted to January – April or the proposed use be mitigated for any fill outside of this period prior to issuance of a Final Order. Without appropriate mitigation and/or conditions, a further reduction in flow or alteration of habitat from the proposed water use during May – December will result in a significant detrimental impact to a existing fishery resources.

Danette Faucera

Digitally signed by Danette
Faucera
Date: 2026.07.07 14:35:08 -07'00'

ODFW Signature: _____

Print Name: Danette Faucera

ODFW Title: Water Policy Coordinator

Date: 7/7/2026

NOTE: This completed form must be returned to the applicant.

Revised 10/4/12; reformatted 5/12/20

MENU OF CONDITIONS FOR WRD, ODFW, DEQ AND ODA

Revised May 12, 2020, March 25, 2021

Use this menu to identify appropriate conditions to be included in the permit:

- ☒ **Agricultural Water Quality Management Area Rules:** The permittee shall comply with basin-specific Agricultural Water Quality Management Area Rules described in Oregon Administrative Rule Chapter 603-095. The permittee shall protect riparian areas, including through irrigation practices and the management of any livestock, allowing site capable vegetation to establish and grow along streams, while providing the following functions: shade (on perennial and some intermittent streams), bank stability, and infiltration or filtration of overland runoff.
- ☐ **b52** Water may be diverted only when Department of Environmental Quality sediment standards are being met.
- ☐ **b5** The water user shall install and maintain adequate treatment facilities meeting current DEQ requirements to remove sediment before returning the water to the stream.
- ☒ **b51a** The period of use has been limited to January through April.
- ☐ **b57** Before water use may begin under this permit, a totalizing flow meter must be installed at each diversion point.
- ☐ **b58** Before water use may begin under this permit, a staff gage that measures the entire range and stage between full reservoir level and dead-pool storage must be installed in the reservoir. The staff gage shall be United States Geological Survey style porcelain enamel iron staff gage style A, C, E or I.
- ☐ **blv:** Water must be diverted to a trough or tank through an enclosed water delivery system. The delivery system must be equipped with an automatic shutoff or limiting flow control mechanism or include a means for returning water to the stream source through an enclosed delivery system. The use of water shall not exceed 0.10 cubic feet per second per 1000 head of livestock.
- ☐ **Bypass Flows:** Per 690-410-0070 (2)(c), the following flows shall be bypassed or passed through the reservoir during the filling season:
- 1) When the biologically necessary flows identified below are not available immediately upstream of the impacted area, the permittee shall pass all live flow downstream at a rate equal to the inflow, minus the amount of mitigation water provided upstream, if applicable, and
 - 2) When the biologically necessary flows identified below are available immediately upstream of the impacted area, the permittee shall pass flow downstream at a rate equal to or greater than the biologically necessary flows.
- Once the reservoir has reached the permitted volume, all live flow shall be passed downstream at a rate equal to the inflow.
- The permittee shall quantify and document inflow and outflow and maintain the bypass flows for the life of the permit and subsequent certificate per the approved Bypass Plan. The bypass flow data shall be available upon request by the Oregon Water Resources Department, Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, or Oregon Department of Agriculture.
- ☐ **fence:** The stream and its adjacent riparian area shall be fenced to exclude livestock.
- ☐ **fishapprove:** The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional, and approved in writing by ODFW prior to diversion of any water. The permittee may submit evidence in writing that ODFW has determined screens and/or by-pass devices are not necessary.
- ☐ **fishmay:** Notwithstanding that ODFW has made a determination that fish screens and/or by-pass devices are not necessary at the time of permit issuance, the permittee may be required in the future to install, maintain, and operate fish screening and by-pass devices to prevent fish from entering the proposed diversion and to provide adequate upstream and downstream passage for fish.
- ☐ **fishpass:** As required by ORS 509.585, a person owning or operating an artificial obstruction (AO) may not construct or maintain any AO across any waters of this state that are inhabited, or historically inhabited, by native migratory fish (NMF) without providing passage for NMF. A person owning or operating an AO shall, prior to construction, fundamental change in permit status or abandonment of the AO in any waters of this state, obtain a determination from ODFW as to whether NMF are or historically have been present in the waters. If ODFW determines that NMF are or historically have been present in the waters, the person owning or operating the AO shall either submit a proposal for fish passage to ODFW or apply for a waiver or exemption. Approval of the proposed fish-passage facility, waiver, or exemption must be obtained from the department prior to construction, permit modification or abandonment of the AO. Approved fish-passage plans, waivers, and exemptions shall maintain adequate passage of NMF at all times (ORS 509.601) as per the approved plan, waiver or exemption.
- ☐ **fishself:** The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional prior to diversion of any water. Permittee

shall obtain written approval from ODFW that the installation of the required screen and by-pass devices meets the state's criteria or the permittee shall submit documentation that ODFW has determined screens and/or by-pass devices are not necessary.

- ☒ **Fish Stocking:** Per ORS 498.222 and OAR 635-007-0600, all persons transporting live fish in Oregon shall have a Fish Transport Permit (FTP) issued by the Oregon Department of Fish and Wildlife (ODFW). The permittee shall not stock fish in the reservoir without an FTP approved by ODFW. As part of the FTP permitting process, the permittee may be required to screen the inlet and outlet of the reservoir to ensure that fish cannot escape into public waters and/or to keep wild fish from entering the reservoir.
- ☐ **Egress:** Native migratory fish may become trapped or entrained in the reservoir(s) during or after flooding events. Therefore, the permittee shall work with ODFW and obtain, in writing, an ODFW-approved fish passage plan to address egress from the reservoir(s) or other approved methods to keep fish out of the reservoir(s) during flood events (e.g., berm construction around the reservoirs). Approval of the proposed fish passage plan shall be obtained prior to diversion of water. The permittee shall submit proof to ODFW that fish passage (egress) has been implemented per the approved plan prior to diversion of water.
- ☐ **futile call:** The use of water allowed herein may be made only at times when waters from the (NAME OF SURFACE WATER) would not otherwise flow into a tributary of the type here River or sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows.
- ☐ **In-Water Work:** Any in-water work related to construction, development, or maintenance of the proposed use shall be conducted during the preferred work period of type here unless an alternate time period is approved by the Oregon Department of Fish and Wildlife.
- ☒ **Live Flow:** Once the allocated volume has been stored, permittee shall pass all live flow downstream at a rate equal to inflow, using methods that protect instream water quality.
- ☐ **Off-Channel Stored Water Releases:** The permittee shall not release polluted water from this off-channel reservoir into waters of the state except when the release is directed by the State Engineer to prevent dam failure.
- ☐ **On-Channel Reservoir:** The permittee shall design and operate the water storage facility such that all waters within and below the reservoir meet water quality criteria. The permittee shall develop a reservoir operations plan that details how water quality criteria and standards will be met. A Certified Water Rights Examiner shall verify that the reservoir operations are consistent with the plan before a certificate is issued. The reservoir operator shall maintain a copy of the plan and make it available for review upon request.
- ☒ **riparian:** If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area in accordance with ODFW's Fish and Wildlife Habitat Mitigation Policy OAR 635-415. For purposes of mitigation, the ODFW Fish and Wildlife Habitat Mitigation Goals and Standards, OAR 635-415, shall be followed.
- ☒ **Water Quality:** All water use under this permit shall comply with state and federal water quality laws. The permittee shall not violate any state and federal water quality standards, shall not cause pollution of any waters of the state, and shall not place or cause to be placed any wastes in a location where such wastes are likely to escape or be carried into the waters of the state by any means. The use may be restricted if the quality of source stream or downstream waters decrease to the point that those waters no longer meet existing state or federal water quality standards.
- ☐ **wq:** The use may be restricted if the quality of the source stream or downstream waters decrease to the point that those waters no longer meet existing state or federal water quality standards due to reduced flows.

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NS 2000-20274

Oregon Nickel Mining Properties,
c/o John J. Macauley Inc.
10 Rockridge Road
Hillsborough, CA 94010
Grantor's Name and Address
Nickel Mountain, LLC
3000 Stewart Parkway, #204
Roseburg, OR 97470
Grantee's Name and Address
After recording, return to (Name, Address, Zip):
Ronald S. Yockim, Attorney
P.O. Box 2456
Roseburg, OR 97470
Until requested otherwise, send all tax statements to (Name, Address, Zip):
Nickel Mountain, LLC
3000 Stewart Parkway, #204
Roseburg, OR 97470

BOOK 1714 PAGE 895

STATE OF OREGON,
County of _____ } ss.
I certify that the within instrument
was received for record on the _____ day
of _____, 19____, at
_____ o'clock _____ M., and recorded in
book/reel/volume No. _____ on page
_____ and/or as fee/file/instru-
ment/microfilm/reception No. _____,
Record of Deeds of said County.
Witness my hand and seal of County
affixed.
NAME TITLE
By _____, Deputy.

SPACE RESERVED
FOR
RECORDER'S USE

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that Oregon Nickel Mining Properties, Inc.
an Oregon corporation
hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by Nickel Mountain, L.L.C.
an Oregon Limited Liability Company
hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns,
that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining,
situated in Douglas County, State of Oregon, described as follows, to-wit:

(See Exhibit "A" attached hereto and incorporated herein)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.
And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized
in fee simple of the above granted premises, free from all encumbrances except (if no exceptions, so state): None
It is the intent of the Grantor to convey all after acquired title
ALSO

_____, and that
grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all
persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 200,000.00. However, the
actual consideration consists of or includes other property or value given or promised which is ☐ the whole ☐ part of the (indicate
which) consideration. (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be
made so that this deed shall apply equally to corporations and to individuals.

In witness whereof, the grantor has executed this instrument this 27th day of September, 2000, if grantor
is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do
so by order of its board of directors.

Oregon Nickel Mining Properties, Inc.
By: John J. Macauley, President

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN
THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGU-
LATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPRO-
PRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES
AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST
PRACTICES AS DEFINED IN ORS 30.930.

California
STATE OF OREGON, County of _____) ss.
This instrument was acknowledged before me on _____, 2000,
by _____
This instrument was acknowledged before me on _____, 2000,
by John J. Macauley
as President
of Oregon Nickel Mining Properties, Inc.

Commercial Title Co.
P.O. Box 1325
Roseburg, OR 97470
91254DH

Notary Public for Oregon
My commission expires _____

Received by OWRD

JUL 23 2026

Salem, OR

Subject Impoundment
is located in Parcel Two

BOOK 1714 PAGE 896

Exhibit A

Parcel One:

The Southeast Quarter (1/4) of Section Eight (8) Township Thirty (30) South of Range Six (6) West of Willamette Meridian, Douglas County, Oregon.

Parcel Two:

The West half (1/2) of Section Sixteen (16) in Township Thirty (30) South of Range Six (6) West of Willamette Meridian, Douglas County, Oregon.

Parcel Three:

The patented Emerald Lode Mining Claim, Mineral Cert. #57, described in United States Patent therefor recorded January 17, 1893 in Book 28, Page 308, encompassing a portion of the Southeast Quarter (1/4) of Section Eighteen (18) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon, more particularly described as follows: BEGINNING at corner No. 1 a post 3 inches square Marked EMC con No. 1 a mound of stone along side situated on west boundary line of the Oakland placer claim, and also on line between Sections 17 and 18 from which the quarter section corner between said Sections 17 and 18 in Township 30 South of Range 6 West, Willamette Meridian, bears North 600 feet distant a fir 6 inches in diameter marked EMC corner No. 1 B. J. bears South 56° East 10 feet distant and a pine 4 inches in diameter marked EMC corner No. 1 B.J. bears South 30° West 12 feet distant; thence first course South 45° West 1500 feet to corner No. 2; thence second course South 45° East 600 feet to corner No. 3; thence third course North 45° East 900 feet intersect West boundary line of said Oakland placer claim and also said section line 1500 feet to corner No. 4; thence fourth course North 45° West 198 feet to a point from which corner No. 1 bears South 72° West 340 feet distant 600 feet to corner No. 1, the place of beginning. Expressly excepting and excluding from these presents all that portion of the ground hereinbefore described embraced in said Oakland placer claim, and also all that portion of said Emerald vein or lode and of all veins, lodes and ledges through their entire depth the tops or apexes of which lie inside of said excluded ground; said lot No. 39 extending 1500 feet in length along said Emerald vein or lode, the grantee's premises in said lot containing 16.53 acres of land, more or less.

Parcel Four:

The patented Noumeite Placer Nickel and Chrome Mining Claim, Mineral Cert. #45, described in United States Patent therefore recorded March 21, 1892 in Book 26, Page 631, encompassing a portion of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon, more particularly described as follows: The Southeast Quarter of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon.

Excepting therefrom any veins or lodes of quartz, or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits within the land above described which may have been discovered or known to exist on or prior to December 21, 1886, reserved in the United States Patent referred to above.

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JUL 23 2026

Salem, OR

Parcel Five:

The patented Oakland Placer Nickel and Chrome Mining Claim, Mineral Cert. #46 described in United States Patent therefore recorded March 22, 1892 in Book 26, Page 633, encompassing a portion of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon, more particularly described as follows: The Southwest Quarter of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon.

EXHIBIT A
PAGE 1 OF 2

Excepting therefrom any veins or lodes of quartz, or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits within the land above described which may have been discovered or known to exist on or prior to December 21, 1886, reserved in the United States Patent referred to above.

Parcel Six:

The patented Victoria Placer Mining Claim, Mineral Cert. #56, described in United States Patent therefore recorded March 22, 1892 in Book 26, Page 635, encompassing a portion of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon, more particularly described as follows:

The Northwest Quarter of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon.

Excepting therefrom any veins or lodes of quartz, or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits within the land above described which may have been discovered or known to exist on or prior to December 11, 1888, reserved in the United States Patent referred to above.

EXCEPTING all encumbrances of record.

INCLUDING all of Sellers rights, title and interest in unpatented mining claims known as Olivine #1, Olivine #2, Olivine #3, Olivine #4, and Olivine #5, located in Section 20; Olivine #6, Olivine #7, Olivine #8, and Olivine #9, located in Section 18; and Nickel #1, located in Sections 17 and 18; all claims located in T.30S., R.6W., W.M.

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JUL 23 2026

Salem, OR

EXHIBIT A
PAGE 2 OF 2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

BOOK **1714** PAGE **898**

No. 5907

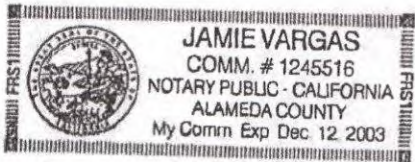
State of California

County of Alameda

On 9/27/00 before me, Jamie Vargas
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared John Macaulay
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jamie Vargas
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S) STATE OF OREGON] SS
COUNTY OF DOUGLAS]
☐ PARTNER(S) ☐ LIMITED DOYLE SHAVER JR., COUNTY CLERK AND
☐ ATTORNEY-IN-FACT ☐ GENERAL RECORDER OF CONVEYANCES, DO HEREBY CERTIFY
☐ TRUSTEE(S) THAT THIS INSTRUMENT WAS RECORDED
☐ GUARDIAN/CONSERVATOR 00 OCT -3 PM 2:47 NUMBER OF PAGES
☐ OTHER: DOYLE SHAVER JR.
DOUGLAS COUNTY CLERK

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY

By Debra Harrison DEPUTY SIGNER(S) OTHER THAN NAMED ABOVE
com FEE 35.36

DATE OF DOCUMENT

Received by CWRD
JUL 23 2006
Salem, OR

FILED
AT 12:43 O'CLOCK P. M.
MAR 28 2001

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON
2 FOR THE COUNTY OF DOUGLAS
3
4 NICKEL MOUNTAIN, L.L.C, an)
5 Oregon limited liability)
6 company,) No. 00CV3595^C_C
7)
8 Plaintiff,)
9)
10 v.) DEFAULT JUDGMENT
11)
12 OREGON NICKEL MINING)
13 PROPERTIES, INC., an)
14 Oregon corporation;)
15 OREGON NICKEL MINING COMPANY,)
16 a California corporation;)
17 ALBERT G. SIMPSON, JR.;)
18 JULIA ADAMS BALDING; PETER)
19 A. BALDING aka PETER ADAMS)
20 BALDING; WILLIAM THOMAS)
21 BALDING, JR. aka WILLIAM T.)
22 BALDING, JR.; PETER BALDING)
23 REVOCABLE LIVING TRUST;)
24 WILLIAM T. BALDING, JR.)
25 REVOCABLE LIVING TRUST;)
26 CHERIE BENNETT aka CHERIE)
27 WEICKER BENNETT; ROBERT B.)
28 HUTCHINS; ROBERT B. HUTCHINS,)
29 JR.; ERNESTINE H. EVANS;)
30 ROBERT B. HUTCHINS AND)
31 ERNESTINE HUTCHINS EVANS AS)
32 CO-TRUSTEES UNDER THAT CERTAIN)
33 INTERVIVOS TRUST DATED)
34 DECEMBER 5, 1968; JANIA H.)

RONALD S. YOCKIM
ATTORNEY AT LAW
548 S.E. JACKSON ST. SUITE #7
ROSEBURG, OR 97470
(541)957-5900 FAX(541)957-5923

Received by OWRD

JUL 23 2026

Salem, OR

33-35

1 PETER; AUDREY H. PALMA;)
2 THEODORE WEICKER; THEODORE)
3 WEICKER, III; ETIENNE WEICKER)
4 aka ETIENNE A. WEICKER;)
5 JULIET WEICKER GIACALONE aka)
6 JULIET WEICKER CERRO aka)
7 JULIET WEICKER aka JULIET)
8 GIACALONE; MARION STEWART;)
9 VERE DEVERE HUTCHINSON;)
10 EDSON ADAMS; ERNESTINE CAROE)
11 aka ERNESTINE H. CAROE;)
12 ERNESTINE ADAMS CAROE)
13 REVOCABLE TRUST; WELLS FARGO)
14 BANK AS TRUSTEE UNDER THE)
15 WILL OF EDSON F. ADAMS; also)
16 all other persons or parties)
17 unknown claiming any right,)
18 title, lien, or interest in)
19 the property described in the)
20 complaint herein,)
21)
22 Defendants.)
23)
24)

25 This matter came before this court on motion of Plaintiff
26 for an order of default and default judgment against Defendants,
27 and all other parties claiming any right, title, estate, lien or
28 interest in the real property described in the complaint adverse
29 to Plaintiff. It appearing from the records that Defendants were
30 duly served with summons and complaint by publication in The News
31 Review, Douglas County, Oregon on December 13, 20, 27, 2000, and
32 January 3, 2001, and/or personally as follows: Ernestine H.
33 Evans accepted service on November 26, 2000; Ernestine Hutchins
34 Evans Co-Trustee accepted service on November 26, 2000; Etienne
35 A. Weicker accepted service on November 27, 2000; Albert G.
36 Simpson, Jr. accepted service on November 26, 2000; Jania H.
37 Peter accepted service on November 25, 2000; John J. Macauley
38 accepted service on behalf of Oregon Nickel Mining Company on
39 November 27, 2000; John J. Macauley accepted service on behalf of
40 Oregon Nickel Mining Properties, Inc. on November 27, 2000;
41 Audrey H. Palma accepted service on November 30, 2000; Juliet
42 Weicker Giacalone accepted service on November 30, 2000; William
43 T. Balding, Jr. accepted service on November 30, 2000; William T.
44 Balding Trustee accepted service on November 30, 2000; Cherie
45 Weicker Bennett accepted service on December 9, 2000; Robert B.
46 Hutchins accepted service on December 8, 2000; Robert B. Hutchins
47 Co-Trustee accepted service on December 19, 2000; Peter A.
48 Balding accepted service on December 20, 2000; Peter A. Balding
49 Trustee accepted service on December 6, 2000; Wells Fargo Bank
50 Trustee U/W of Edson F. Adams accepted service on January 2,
51 2001; Wells Fargo Bank Trustee under agreement with Albert G.

RONALD S. YOCKIM
ATTORNEY AT LAW
548 S.E. JACKSON ST. SUITE #7
ROSEBURG, OR 97470
(541)957-5900 FAX(541)957-5923

1 Simpson, Jr. accepted service on January 2, 2001; and Theodore
2 Weicker III was personally served January 31, 2001, and accepted
3 service on February 1, 2001; that Defendants have not answered
4 nor made any appearance herein, although the time provided
5 therefor has expired; and
6

7 It further appearing that Defendants were not at the time of
8 service on them, nor are they now, in the military service of the
9 United States, minors, or incapacitated persons; and
10

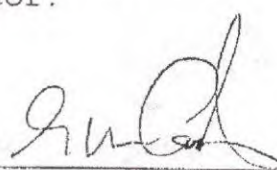
11 The court having entered an order of default against
12 Defendants and finding generally in favor of Plaintiff and
13 against Defendants on Plaintiff's complaint; now, therefore, it
14 is hereby
15

16 ORDERED AND ADJUDGED that Plaintiff has judgment against
17 Defendants, as detailed below.
18

- 19 1. Declaring Plaintiff to be the owner in fee simple of the
20 real property described in the complaint and attached hereto
21 as Exhibit A, and entitled to possession thereof, free of
22 any estate, title, claim, lien, or interest of Defendants or
23 those claiming under Defendants and quieting title in the
24 premises in Plaintiff;
25
26 2. Enjoining Defendants and those claiming under Defendants
27 from asserting any estate, title, claim, lien, or interest
28 in the premises or any portion thereof.
29

30 DATED: 3/28, 2001.
31
32
33
34
35

p.T. JUDGE


George W. Ambrosini

36 Prepared and submitted by:
37 Ronald S. Yockim, OSB #81430
38 Attorney for Plaintiff
39 548 S.E. Jackson Street
40 P.O. Box 2456
41 Roseburg, Oregon 97470

RONALD S. YOCKIM
ATTORNEY AT LAW
548 S.E. JACKSON ST. SUITE #7
ROSEBURG, OR 97470
(541) 957-5900 FAX (541) 957-5923

Exhibit A

Parcel One:

The Southeast Quarter (1/4) of Section Eight (8) Township Thirty (30) South of Range Six (6) West of Willamette Meridian, Douglas County, Oregon.

Parcel Two:

The West half (1/2) of Section Sixteen (16) in Township Thirty (30) South of Range Six (6) West of Willamette Meridian, Douglas County, Oregon.

Parcel Three:

The patented Emerald Lode Mining Claim, Mineral Cert. #57, described in United States Patent therefore recorded January 17, 1893 in Book 28, Page 308, encompassing a portion of the Southeast Quarter (1/4) of Section Eighteen (18) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon, more particularly described as follows: BEGINNING at corner No. 1 a post 3 inches square Marked EMC con No. 1 a mound of stone along side situated on west boundary line of the Oakland placer claim, and also on line between Sections 17 and 18 from which the quarter section corner between said Sections 17 and 18 in Township 30 South of Range 6 West, Willamette Meridian, bears North 600 feet distant a fir 6 inches in diameter marked EMC corner No. 1 B. J. bears South 56° East 10 feet distant and a pine 4 inches in diameter marked EMC corner No. 1 B. J. bears South 30° West 12 feet distant; thence first course South 45° West 1500 feet to corner No. 2; thence second course South 45° East 600 feet to corner No. 3; thence third course North 45° East 900 feet intersect West boundary line of said Oakland placer claim and also said section line 1500 feet to corner No. 4; thence fourth course North 45° West 198 feet to a point from which corner No. 1 bears South 72° West 340 feet distant 600 feet to corner No. 1, the place of beginning. Expressly excepting and excluding from these presents all that portion of the ground hereinbefore described embraced in said Oakland placer claim, and also all that portion of said Emerald vein or lode and of all veins, lodes and ledges through their entire depth the tops or apexes of which lie inside of said excluded ground; said lot No. 39 extending 1500 feet in length along said Emerald vein or lode, the grantee's premises in said lot containing 16.53 acres of land, more or less.

Parcel Four:

The patented Noumeite Placer Nickel and Chrome Mining Claim, Mineral Cert. #45, described in United States Patent therefore recorded March 21, 1892 in Book 26, Page 631, encompassing a portion of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon, more particularly described as follows: The Southeast Quarter of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon.

Excepting therefrom any veins or lodes of quartz, or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits within the land above described which may have been discovered or known to exist on or prior to December 21, 1886, reserved in the United States Patent referred to above.

Parcel Five:

The patented Oakland Placer Nickel and Chrome Mining Claim, Mineral Cert. #46 described in United States Patent therefore recorded March 22, 1892. in Book 26, Page 633, encompassing a portion of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon, more particularly described as follows: The Southwest Quarter of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon.

Excepting therefrom any veins or lodes of quartz, or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits within the land above described which may have been discovered or known to exist on or prior to December 21, 1886, reserved in the United States Patent referred to above.

Parcel Six:

The patented Victoria Placer Mining Claim; Mineral Cert. #56, described in United States Patent therefore recorded March 22, 1892 in Book 26, Page 635, encompassing a portion of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon, more particularly described as follows:

The Northwest Quarter of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon.

Excepting therefrom any veins or lodes of quartz, or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits within the land above described which may have been discovered or known to exist on or prior to December 11, 1888, reserved in the United States Patent referred to above.

EXCEPTING all encumbrances of record.

INCLUDING all of Sellers rights, title and interest in unpatented mining claims known as Olivine #1, Olivine #2, Olivine #3, Olivine #4, and Olivine #5, located in Section 20; Olivine #6, Olivine #7, Olivine #8, and Olivine #9, located in Section 18; and Nickel #1, located in Sections 17 and 18; all claims located in T.30S., R.6W., W.M.

Received by OWRD

JUL 23 2026

Salem, OR

EXHIBIT A
PAGE 2 OF 2

2001-08092

QUITCLAIM DEED

John J. Macauley, as President of Oregon Nickel Mining Properties, Inc., Grantor, releases and quitclaims to Nickel Mountain, L.L.C., an Oregon Limited Liability Company, Grantee, all right, title and interest in and to the real property situated in Douglas County, Oregon, described more fully in Exhibit A, attached hereto.

The true consideration for this conveyance is \$10.00.

NOTICE

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930

DATED this 5 day of April, 2001.

GRANTOR:

OREGON NICKEL MINING PROPERTIES, INC.

John J. Macauley
John J. Macauley, President

STATE OF California
County of San Mateo ss.

This instrument was acknowledged before me on April 5th, 2001, by John J. Macauley, as President of Oregon Nickel Mining Properties, Inc.



Roumiana A. Kadiev
Notary Public for California
My Commission Expires: Jan. 17, 2004

After Recording Return to:

Ronald S. Yockim
Attorney at Law
P.O. Box 2456
Roseburg, Oregon 97470

Until requested otherwise send all tax statements to:
Ronald S. Yockim
Attorney at Law
P.O. Box 2456
Roseburg, Oregon 97470

Received by OWRD

JUL 23 2026

Salem, OR

Exhibit A

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Parcel Two:

The West half (1/2) of Section Sixteen (16) in Township Thirty (30) South of Range Six (6) West of Willamette Meridian, Douglas County, Oregon.

Parcel Three:

The patented Emerald Lode Mining Claim, Mineral Cert. #57, described in United States Patent therefore recorded January 17, 1893 in Book 28, Page 308, encompassing a portion of the Southeast Quarter (1/4) of Section Eighteen (18) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon, more particularly described as follows: BEGINNING at corner No. 1 a post 3 inches square Marked EMC con No. 1 a mound of stone along side situated on west boundary line of the Oakland placer claim, and also on line between Sections 17 and 18 from which the quarter section corner between said Sections 17 and 18 in Township 30 South of Range 6 West, Willamette Meridian, bears North 600 feet distant a fir 6 inches in diameter marked EMC corner No. 1 B.J. bears South 56° East 10 feet distant and a pine 4 inches in diameter marked EMC corner No. 1 B.J. bears South 30° West 12 feet distant; thence first course South 45° West 1500 feet to corner No. 2; thence second course South 45° East 600 feet to corner No. 3; thence third course North 45° East 900 feet intersect West boundary line of said Oakland placer claim and also said section line 1500 feet to corner No. 4; thence fourth course North 45° West 198 feet to a point from which corner No. 1 bears South 72° West 340 feet distant 600 feet to corner No. 1, the place of beginning. Expressly excepting and excluding from these presents all that portion of the ground hereinbefore described embraced in said Oakland placer claim, and also all that portion of said Emerald vein or lode and of all veins, lodes and ledges through their entire depth the tops or apexes of which lie inside of said excluded ground; said lot No. 39 extending 1500 feet in length along said Emerald vein or lode, the grantee's premises in said lot containing 16.53 acres of land, more or less.

Parcel Four:

The patented Noumeite Placer Nickel and Chrome Mining Claim, Mineral Cert. #45, described in United States Patent therefore recorded March 21, 1892 in Book 26, Page 631, encompassing a portion of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon, more particularly described as follows: The Southeast Quarter of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon.

Excepting therefrom any veins or lodes of quartz, or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits within the land above described which may have been discovered or known to exist on or prior to December 21, 1886, reserved in the United States Patent referred to above.

Received by OWRD

JUL 23 2026

Salem, OR

Parcel Five:

The patented Oakland Placer Nickel and Chrome Mining Claim, Mineral Cert. #46 described in United States Patent therefore recorded March 22, 1892. in Book 26, Page 633, encompassing a portion of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon, more particularly described as follows: The Southwest Quarter of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon.

EXHIBIT A
PAGE 1 OF 2

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Parcel Six:

The patented Victoria Placer Mining Claim; Mineral Cert. #56, described in United States Patent therefore recorded March 22, 1892 in Book 26, Page 635, encompassing a portion of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon, more particularly described as follows:

The Northwest Quarter of Section Seventeen (17) in Township Thirty (30) South of Range Six (6) West of the Willamette Meridian, Douglas County, Oregon.

Excepting therefrom any veins or lodes of quartz, or other rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits within the land above described which may have been discovered or known to exist on or prior to December 11, 1888, reserved in the United States Patent referred to above.

EXCEPTING all encumbrances of record.

INCLUDING all of Sellers rights, title and interest in unpatented mining claims known as Olivine #1, Olivine #2, Olivine #3, Olivine #4, and Olivine #5, located in Section 20; Olivine #6, Olivine #7, Olivine #8, and Olivine #9, located in Section 18; and Nickel #1, located in Sections 17 and 18; all claims located in T.30S., R.6W., W.M.

Received by OWRD

JUL 23 2026

Salem, OR

Yocumally.
HANDED

2001-08092

STATE OF OREGON |
COUNTY OF DOUGLAS | SS
I, DOYLE SHAVER JR., COUNTY CLERK AND
RECORDER OF CONVEYANCES, DO HEREBY CERTIFY
THAT THIS INSTRUMENT WAS RECORDED

01 APR 10 PM 3:25

DOYLE SHAVER JR.
DOUGLAS COUNTY CLERK

IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY

BY Rebecca Harrison
DEPUTY

26'
5'
31'

EXHIBIT A
PAGE 2 OF 2

2001-10664

BOOK 1761 PAGE 385

Property immediately south
of impoundment
Exhibit A Parcel Four

TRUSTEE'S DEED

Bank of America, N.A., Stephen Kraychy and Mary M. Kraychy, Co-Trustees of the Peter J. Mills Trust dated January 26, 1962, Grantor, conveys the trust's undivided one-half (1/2) interest in the Real Property described in Exhibit A, attached, to Nickel Mountain, LLC., Grantee.

The true consideration for this conveyance is \$31,250.00

By acceptance of this Deed by Grantee and recordation in the Real Property Records of Douglas County, Oregon, Grantee certifies that the Real Property is accepted on the basis of its own examination and personal knowledge of the property and opinion of the value thereof; that Grantee accepts the land and all other aspects of the property including, but not limited to, lack of access, water sources, drainage, fence lines, if any, and boundaries, including any claims for adverse possession, in their present condition, AS IS, including latent defects (including any liability associated with the provisions of ORS Chapters 465 and 466 and 42 USC §9601-9675 and USC §6901-6992 and any other state or federal statutes or regulations relating to environmental risks) without any representations or warranties, expressed or implied and that Grantee accepts the Real Property subject to that Mining Lease effective November 1, 1990 wherein the lessee is Nickel Joint Venture, a joint venture consisting of the Glenbrook Nickel Company and Cominco American Incorporated.

THIS INSTRUMENT WILL NOT ALLOW THE 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

After Recording, Return to:

Nickel Mountain LLC
3000 Stewart Parkway #204
Roseburg OR 97470

Tax Statements to:

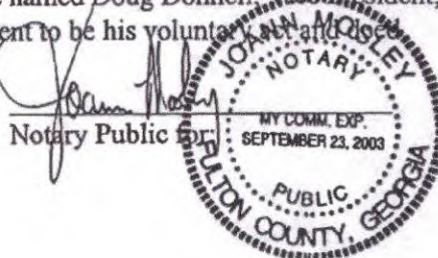
Nickel Mountain LLC
3000 Stewart Parkway #204
Roseburg OR 97470

Doug Donnell
DOUG DONNELL, VICE PRESIDENT
BANK OF AMERICA, N.A., CO-TRUSTEE

Dated this 25 day of April, 2001.

STATE OF Georgia]
County of Fulton] SS.

PERSONALLY APPEARED the above named Doug Donnell, Vice President, Bank of America, N.A., and acknowledged the foregoing instrument to be his voluntary act and deed.



Stephen Kraychy
STEPHEN KRAYCHY, CO-TRUSTEE

Dated this 1 day of MAY, 2001.

STATE OF Illinois]
County of Cook] SS.

PERSONALLY APPEARED the above named Stephen Kraychy, and acknowledged the foregoing instrument to be his voluntary act and deed.

Mary B. Koncel
Notary Public for:

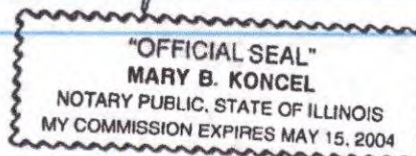
Mary M. Kraychy
MARY M. KRAYCHY, CO-TRUSTEE

Dated this 1 day of MAY, 2001.

STATE OF Illinois]
County of Cook] SS.

PERSONALLY APPEARED the above named Mary M. Kraychy, and acknowledged the foregoing instrument to be her voluntary act and deed.

Mary B. Koncel
Notary Public for:



The property immediately
south of the impoundment
is described in Parcel Four

Exhibit A

BOOK 1761 PAGE 387

Parcel One:

The patented ASHLEY CONSOLIDATED NICKEL QUARTZ LODE MINING CLAIM, consisting of the Triangle Nickel Quartz and Oregon Nickel Quartz Lode Mining Claims Mineral Cert. 76, designated by the Surveyor General as Lot 305, described in United States Patent recorded August 8, 1896, in Book 34 at Page 493, records of Douglas County, Oregon encompassing a portion of Section 18, Township 30 South, Range 6 West of the Willamette Meridian, County of Douglas, State of Oregon, more particularly described as follows:

Beginning for the description of the Triangle Nickel Quartz Lode Claim at a post four inches square marked No. 1 M. S. 305, with mound of stones, being also the Northwest corner of the Emerald Lode Claim, and situated on the line between Sections 17 and 18 in Township 30 South of Range 6 West Willamette Meridian, from which the quarter Section corner between said Sections bears North 600 feet distant a fir eight inches in diameter marked No. 1 M. S. 305 B. T. bears N 33° W 17 links distant and a pine twelve inches in diameter marked No. 1 M. S. 305 B. T. bears South 65° W 67 links distant.

Thence first course, N 45° W 600 feet to a post marked No. 2 M. S. 305.

Thence second course, N 45° E 600 feet to a post marked No. 3 M. S. 305.

Thence third course, South 250 feet to said quarter Section corner; 627 feet to a point from which cut No. 6 bears West 35 feet distant; 850 feet to said post marked No. 1 M. S. 305, the place of beginning.

Beginning for the description of the Oregon Nickel Quartz Lode Claim at a post four inches square marked No. 1 M. S. 305, with mound of stones, identical with post No. 1 of said Triangle Nickel Quartz Lode Claim.

Thence first course, S 45° W 99 feet to a point from which cut No. 1 bears N 6° W 117 feet distant 228 feet to a point from which cut No. 5 bears N 28° W 46 feet distant; 1500 feet to a post marked No. 2 M. S. 305. Thence second course, N 45° W 367 feet to a post marked No. 2 + 1 M. S. 305.

Thence third course, North 329 feet to a post marked 3 + 2 M. S. 305.

Thence fourth course, N 45° E 1267 feet to a post marked No. 4 M. S. 305. Thence fifth course, S 45° E 600 feet to said post marked No. 1 M. S. 305 the place of beginning.

Parcel Two:

The patented PARMLY CONSOLIDATED NICKEL MINING CLAIM, consisting of the Riddle Nickel, the West Extension of the Riddle Nickel and the Douglas Nickel Quartz Lode Claims Mineral Cert. 77, designated by the Surveyor General as Lot 306, described in United States Patent dated April 1, 1896, recorded October 5 1950, in Book 185 at Page 23, as Recorders No. 112631, records of Douglas County, Oregon encompassing a portion of Section 20, Township 30 South, Range 6 West of the Willamette Meridian, County of Douglas, State of Oregon, more particularly described as follows:

Beginning for the description of the Riddle Nickel Quartz Lode Claim at corner No. 1, a post four inches square marked No. 1 M. S. 306, with mound of stone, being also the Southeast corner of Section 17 in Township 30 South of Range 6 West, Willamette Meridian, from which a pine 24" in diameter marked No. 1 M. S. 306 B. T. bears S 13° W 30 links distant and a pine 8" in diameter marked No. 1 M. S. 306 B. T. bears S 78° E 97 links distant.

Thence first course West 330 feet to a point from which cut No. 1 bears S 17° 30' W 179 feet and Cut No. 2 bears S 41° 30' W 231 feet, distant 1500 feet to corner No. 2.

Thence second course, South 600 feet to corner No. 3.

Thence third course, East 1500 feet to corner No. 4, situated on a line between Sections 20 and 21 said Township and Range, from which cut and tunnel No. 4 bear N 82° W 32 feet distant.

Thence fourth course, North 600 feet to Corner No. 1, the place of beginning.

Beginning for the description of the West Extension of the Riddle Nickel Quartz Lode Claim at corner No. 1, a post four inches square marked No. 1 M. S. 306, with mound of stone, identical with corner No. 2 of said Riddle Nickel Quartz Lode Claim, situated on line between Sections 20 and 17 said Township and Range, from which a fir 6" in diameter marked No. 1 M. S. 306 B. T. bears S 42° E 13 links distant and a fir 10 inches in diameter marked No. 1 M. S. 306 B. T. bears S 43° W 7 links distant.

Thence first course, West 1140 feet to the quarter Section corner between said Sections 17 and 20, 1500 feet to

corner No. 2.

Thence second course, South 600 feet to corner No. 3.

Thence third course, East 1500 feet to corner No. 4, identical with corner No. 3 of said Riddle Nickel Quartz Lode Claim.

Thence fourth course, North 600 feet to corner No. 1, the place of beginning.

Beginning for the description of the Douglas Nickel Quartz Lode Claim at corner No. 1 a post four inches square marked No. 1 M. S. 306, with mound of stone, identical with corner No. 4 of said Riddle Nickel Quartz Lode Claim from which a fir four inches in diameter marked No. 1 M. S. 306 B. T. bears S 85° E 27 links distant, and a fir five inches in diameter marked No. 1 M. S. 306 B. T. bears N 70° E 35 links distant.

Thence first course, West 1500 feet to corner No. 2, identical with corner No. 3 of said Riddle Nickel Quartz Lode Claim.

Thence second course, South 600 feet to corner No. 3.

Thence third course, East 1500 feet to corner No. 4.

Thence fourth course, North 600 feet to corner No. 1, the place of beginning.

Parcel Three:

The patented UNION CONSOLIDATED NICKEL MINING CLAIM, consisting of the Wagner Nickel Quartz, Luce Nickel Quartz, Bush Nickel Quartz, Winslow Nickel Quartz, Mammoth Nickel Quartz, Last Chance Nickel Quartz, Surghner Nickel Quartz, Parmley Nickel Quartz, Ashley Nickel Quartz and East Extension of Mammoth Nickel Quartz Lode Claim, Mineral Cert. 78, designated by the Surveyor General as Lot 307, described in United States Patent recorded May 19, 1898, in Book 37 at Page 130, encompassing a portion of Section 17 Township 30 South, Range 6 West of the Willamette Meridian, County of Douglas, State of Oregon, more particularly described as follows:

Beginning for the description of the Wagner Nickel Quartz Lode Claim at the quarter Section post between Sections 8 and 17 in Township 30 South of Range 6 West Willamette Meridian.

Thence first course, N 89° 49' E 1500 feet to corner No. 2

Thence second course, South 528 feet to corner No. 3.

Thence third course, S 89° 49' W 1500 feet to corner No. 4.

Thence fourth course, North 528 feet to said quarter Section post, the place of beginning.

Beginning for the description of the Luce Nickel Quartz Lode Claim at corner No. 1 a post four inches square marked No. 1 M. S. 307, with mound of stone, from which the quarter Section corner between said Sections 8 and 17 bears North 1056 feet distant, a pine ten inches in diameter marked No. 1 M. S. 307 B. T. bears S 28° E 26 links distant and a pine thirty inches in diameter marked No. 1 M. S. 307 B. T. bears N 51° 30' E 52 links distant. Thence first course, North 528 feet to corner No. 2.

Thence second course, N 89° 49' E 1500 feet to corner No. 3.

Thence third course, South 528 feet to corner No. 4.

Thence fourth course, S 89° 49' W 1500 feet to corner No. 1, the place of beginning.

Beginning for the description of the Bush Nickel Quartz Lode Claim at corner No. 1 a post four inches square marked No. 1 M. S. 307, with mound of stone, from which said quarter Section corner bears North 1584 feet distant a pine five inches in diameter marked No. 1 M. S. 307 B. T. bears North 73° 30' E 17 links distant and a fir 7" in diameter marked No. 1 M. S. 307 B. T. bears S 65° E 37 links distant.

Thence first course, North 528 feet to corner No. 2 identical with corner No. 1 of said Luce Nickel Quartz Lode Claim.

Thence second course, N 89° 49' E 1500 feet to corner No. 3 from which cut No. 1 bears S 74° W 396 feet distant.

Thence third course, South 528 feet to corner No. 4.

Thence fourth course, S 89° 49' W 1500 feet to corner No. 1, the place of beginning.

Beginning for the description of the Winslow Nickel Quartz Lode Claim at corner No. 1, a post four inches square marked No. 1 M. S. 307 with mound of stone, from which said quarter Section corner bears North 2112 feet distant, a fir 8 inches in diameter marked No. 1 M. S. 307 B. T. bears N 52° 30' E 9 links distant and a fir 8 inches in diameter marked No. 1 M. S.

307 B. T. bears S 83° 30' E 9 links distant and cut No. 2 bears N 60° 30' E 184 feet distant.

Thence first course, North 528 feet to corner No. 2, identical with corner No. 1 of said Bush Nickel Quartz Lode Claim.

Thence second course, N 89° 49' E 1500 feet to corner No. 3, identical with corner No. 4 of said Bush Nickel Quartz Lode Claim.

Thence third course, South 528 feet to corner No. 4.

Thence fourth course, S 89° 49' W 1500 feet to corner No. 1 the place of beginning.

Beginning for the description of the Mammoth Nickel Quartz Lode Claim at corner No. 1, a post four inches square marked No. 1 M. S. 307 from which said quarter Section corner bears North 2640 feet distant a fir twelve inches in diameter marked No. 1 M. S. 307 B. T. bears East 32 links distant and a fir fourteen inches in diameter marked No. 1 M. S. 307 B. T. bears N 49° E 59 links distant.

Thence first course, North 528 feet to corner No. 2, identical with corner No. 1 of said Winslow Nickel Quartz Lode Claim.

Thence second course, N 89° 49' E 1500 feet to corner No. 3, identical with corner No. 4 of said Winslow Nickel Quartz Lode Claim.

Thence third course, South 528 feet to corner No. 4.

Thence fourth course, S 89° 49' W 589 feet to a point from which cut No. 3 bears N 2° 30' W 315 distant, 1500 feet to corner No. 1, the place of beginning.

Beginning for the description of the Last Chance Nickel Quartz Lode Claim at corner No. 1, a post four inches square marked No. 1 M. S. 307, with mound of stone identical with the Northeast corner of said Section 17, from which a fir forty inches in diameter marked No. 1 M. S. 307 B. T. bears N 56° W 16 links distant and a fir eight inches in diameter marked No. 1 M. S. 307 B. T. bears S 27° W 44 links distant.

Thence first course S 89° 49' W 1140 feet to corner No. 2 identical with corner No. 2 of said Wagner Nickel Quartz Lode Claim.

Thence second course, South 528 feet to corner No. 3 identical with corner No. 3 of said Wagner Nickel Quartz Lode Claim.

Thence third course, N 89° 49' E 1140 feet to corner No. 4.

Thence fourth course, North 528 feet to corner No. 1 the place of beginning.

Beginning for the description of the Surghner Nickel Quartz Lode Claim at corner No. 1, a post four inches square marked No. 1 M. S. 307 with mound of stone, from which the quarter Section corner between Sections 16 and 17 said Township and Range bears South 1584 feet distant; a pine 36 inches in diameter marked No. 1 M. S. 307 B. T. bears S 59° W 60 links distant and a pine 6 inches in diameter marked No. 1 M. S. 307 B. T. bears N 57° W 51 links distant.

Thence first course North 528 feet to corner No. 2.

Thence second course, S 89° 49' W 1140 feet to corner No. 3.

Thence third course, South 528 feet to corner No. 4, identical with corner No. 4 of said Luce Nickel Quartz Lode Claim.

Thence fourth course, N 89° 49' E 1140 to corner No. 1, the place of beginning.

Beginning for the description of the Parmley Nickel Quartz Lode Claim at corner No. 1 a post four inches square marked No. 1 M. S. 307 with mound of stone, from which the quarter Section corner between said Section 16 and 17 bears South 1056 distant a pine 5 inches in diameter marked No. 1 M. S. 307 B. T. bears N 18° W 57 links distant and a pine fourteen inches in diameter marked No. 1 M. S. 307 B. T. bears S 57° W 66 links distant and cut No. 7 bears N 70° W 46 feet distant.

Thence first course, North 528 feet to corner No. 2 identical with corner No. 1 of said Surghner Nickel Quartz Lode Claim.

Thence second course, S 89° 49' W 1140 feet to corner No. 3 identical with corner No. 4 of said Luce Nickel Quartz Lode Claim.

Thence third course, South 528 feet to corner No. 4.

Thence fourth course, N 89° 49' E 1140 feet to corner No. 1, the place of beginning.

Beginning for the description of the Ashley Nickel Quartz Lode Mining Claim at corner No. 1, a post four inches square marked No. 1 M. S. 307, with mound of stone, from which the quarter Section corner between said Sections 16 and 17 bears South 528 feet distant a cedar 36 inches in diameter marked NO. 1 M. S. 307 B. T. bears N 40° W 36 links distant, and a

cedar four inches in diameter marked No. 1 M. S. 307 B. T. bears S 73° 30' W 48 links distant.

Thence first course, North 528 feet to corner No. 2, identical with Corner No. 1 of said Parmley Nickel Quartz Lode Claim.

Thence second course, S 89° 49' W 1140 feet to corner No. 3.

Thence third course, South 528 feet to corner No. 4, identical with corner No. 4 of said Winslow Nickel Quartz Lode Claim.

Thence fourth course, N 89° 49' E 1140 feet to corner No. 1, the place of beginning.

Beginning for the description of the East Extension of Mammoth Nickel Quartz Lode Claim at corner No. 1, a post four inches square marked No. 1 M. S. 307, with mound of stone, identical with the quarter Section corner between said Sections 16 and 17, from which a pine twenty inches in diameter marked No. 1 M. S. 307 B. T. bears N 57° W 17 links distant and a pine thirty inches in diameter marked No. 1 M. S. 307 B. T. bears N 3° 30' W 1 chain and 18 links distant.

Thence first course, North 528 feet to corner No. 2, identical with corner No. 1 of said Ashley Nickel Quartz Lode Claim.

Thence second course, S 89° 49' W 1140 feet to corner No. 3, identical with corner No. 3 of said Mammoth Nickel Quartz Lode Claim.

Thence third course, South 528 feet to corner No. 4, identical with corner No. 4 of said Mammoth Nickel Quartz Lode Claim.

Thence fourth course, N 89° 49' E 1140 feet to corner No. 1, the place of beginning.

Parcel Four:

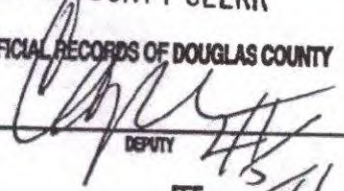
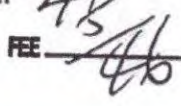
The Northwest quarter of the Northwest quarter (NW ¼ NW ¼) of Section Twenty-one (21), Township Thirty (30) South, Range Six (6) West of the Willamette Meridian, Douglas County Oregon.

STATE OF OREGON] SS
COUNTY OF DOUGLAS]
I, DOYLE SHAVER JR., COUNTY CLERK AND
RECORDER OF CONVEYANCES, DO HEREBY CERTIFY
THAT THIS INSTRUMENT WAS RECORDED

01 MAY -9 PM 2:41

DOYLE SHAVER JR.
DOUGLAS COUNTY CLERK

IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY

BY  DEPUTY
FEE 

2001-10663

BOOK 1761 PAGE 379

TRUSTEE'S DEED

First Union National Bank and Delores C. Mills, Co-Trustees of the Peter J. Mills Revocable Trust, a trust evidenced by a written Agreement dated June 16, 1970, Grantor, conveys the trust's undivided one-half (½) interest in the Real Property described in Exhibit A, attached, to Nickel Mountain, LLC., Grantee.

The true consideration for this conveyance is \$31,250.00.

By acceptance of this Deed by Grantee and recordation in the Real Property Records of Douglas County, Oregon, Grantee certifies that the Real Property is accepted on the basis of its own examination and personal knowledge of the property and opinion of the value thereof; that Grantee accepts the land and all other aspects of the property including, but not limited to, lack of access, water sources, drainage, fence lines, if any, and boundaries, including any claims for adverse possession, in their present condition, AS IS, including latent defects (including any liability associated with the provisions of ORS Chapters 465 and 466 and 42 USC §9601-9675 and USC §6901-6992 and any other state or federal statutes or regulations relating to environmental risks) without any representations or warranties, expressed or implied and that Grantee accepts the Real Property subject to that Mining Lease effective November 1, 1990 wherein the lessee is Nickel Joint Venture, a joint venture consisting of the Glenbrook Nickel Company and Cominco American Incorporated.

THIS INSTRUMENT WILL NOT ALLOW THE 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

After Recording, Return to:

3000 Stewart Parkway St. 204
Roseburg OR 97470

Tax Statements to:

3000 Stewart Parkway Suite 204
Roseburg OR 97470

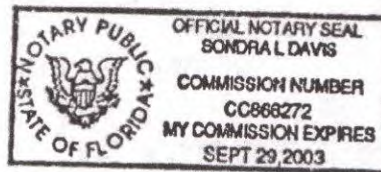
Michael R. Aneckstein V.P.
MICHAEL R. ANECKSTEIN, V.P. of TRUSTS
FIRST UNION NATIONAL BANK, CO-TRUSTEE

Dated this 24 day of April, 2001.

STATE OF Florida]
County of Miami-Dade] SS.

PERSONALLY APPEARED the above named Michael R. Aneckstein, V.P. of Trusts, First Union National Bank, and acknowledged the foregoing instrument to be his voluntary act and deed.

Sondra L. Davis
Notary Public for:



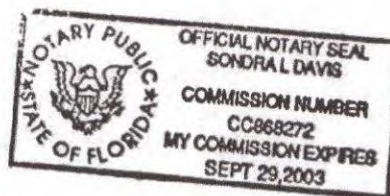
Delores C. Mills
DELORES C. MILLS, CO-TRUSTEE

Dated this 24 day of April, 2001.

STATE OF Florida]
County of Miami-Dade] SS.

PERSONALLY APPEARED the above named Delores C. Mills, and acknowledged the foregoing instrument to be her voluntary act and deed.

Sondra L. Davis
Notary Public for:



Parcel One:

The patented ASHLEY CONSOLIDATED NICKEL QUARTZ LODGE MINING CLAIM, consisting of the Triangle Nickel Quartz and Oregon Nickel Quartz Lodge Mining Claims Mineral Cert. 76, designated by the Surveyor General as Lot 305, described in United States Patent recorded August 8, 1896, in Book 34 at Page 493, records of Douglas County, Oregon encompassing a portion of Section 18, Township 30 South, Range 6 West of the Willamette Meridian, County of Douglas, State of Oregon, more particularly described as follows:

Beginning for the description of the Triangle Nickel Quartz Lodge Claim at a post four inches square marked No. 1 M. S. 305, with mound of stones, being also the Northwest corner of the Emerald Lodge Claim, and situated on the line between Sections 17 and 18 in Township 30 South of Range 6 West Willamette Meridian, from which the quarter Section corner between said Sections bears North 600 feet distant a fir eight inches in diameter marked No. 1 M. S. 305 B. T. bears N 33° W 17 links distant and a pine twelve inches in diameter marked No. 1 M. S. 305 B. T. bears South 65° W 67 links distant.

Thence first course, N 45° W 600 feet to a post marked No. 2 M. S. 305.

Thence second course, N 45° E 600 feet to a post marked No. 3 M. S. 305.

Thence third course, South 250 feet to said quarter Section corner; 627 feet to a point from which cut No. 6 bears West 35 feet distant; 850 feet to said post marked No. 1 M. S. 305, the place of beginning.

Beginning for the description of the Oregon Nickel Quartz Lodge Claim at a post four inches square marked No. 1 M. S. 305, with mound of stones, identical with post No. 1 of said Triangle Nickel Quartz Lodge Claim.

Thence first course, S 45° W 99 feet to a point from which cut No. 1 bears N 6° W 117 feet distant 228 feet to a point from which cut No. 5 bears N 28° W 46 feet distant; 1500 feet to a post marked No. 2 M. S. 305. Thence second course, N 45° W 367 feet to a post marked No. 2 + 1 M. S. 305.

Thence third course, North 329 feet to a post marked 3 + 2 M. S. 305.

Thence fourth course, N 45° E 1267 feet to a post marked No. 4 M. S. 305. Thence fifth course, S 45° E 600 feet to said post marked No. 1 M. S. 305 the place of beginning.

Parcel Two:

The patented PARMLY CONSOLIDATED NICKEL MINING CLAIM, consisting of the Riddle Nickel, the West Extension of the Riddle Nickel and the Douglas Nickel Quartz Lodge Claims Mineral Cert. 77, designated by the Surveyor General as Lot 306, described in United States Patent dated April 1, 1896, recorded October 5 1950, in Book 185 at Page 23, as Records No. 112631, records of Douglas County, Oregon encompassing a portion of Section 20, Township 30 South, Range 6 West of the Willamette Meridian, County of Douglas, State of Oregon, more particularly described as follows:

Beginning for the description of the Riddle Nickel Quartz Lodge Claim at corner No. 1, a post four inches square marked No. 1 M. S. 306, with mound of stone, being also the Southeast corner of Section 17 in Township 30 South of Range 6 West, Willamette Meridian, from which a pine 24" in diameter marked No. 1 M. S. 306 B.T. bears S 13° W 30 links distant and a pine 8" in diameter marked No. 1 M. S. 306 B. T. bears S 78° E 97 links distant.

Thence first course West 330 feet to a point from which cut No. 1 bears S 17° 30' W 179 feet and Cut No. 2 bears S 41° 30' W 231 feet, distant 1500 feet to corner No. 2.

Thence second course, South 600 feet to corner No. 3.

Thence third course, East 1500 feet to corner No. 4, situated on a line between Sections 20 and 21 said Township and Range, from which cut and tunnel No. 4 bear N 82° W 32 feet distant.

Thence fourth course, North 600 feet to Corner No. 1, the place of beginning.

Beginning for the description of the West Extension of the Riddle Nickel Quartz Lodge Claim at corner No. 1, a post four inches square marked No. 1 M. S. 306, with mound of stone, identical with corner No. 2 of said Riddle Nickel Quartz Lodge Claim, situated on line between Sections 20 and 17 said Township and Range, from which a fir 6" in diameter marked No. 1 M. S. 306 B. T. bears S 42° E 13 links distant and a fir 10 inches in diameter marked No. 1 M. S. 306 B. T. bears S 43° W 7 links distant.

Thence first course, West 1140 feet to the quarter Section corner between said Sections 17 and 20, 1500 feet to

corner No. 2.

Thence second course, South 600 feet to corner No. 3.

Thence third course, East 1500 feet to corner No. 4, identical with corner No. 3 of said Riddle Nickel Quartz Lode Claim.

Thence fourth course, North 600 feet to corner No. 1, the place of beginning.

Beginning for the description of the Douglas Nickel Quartz Lode Claim at corner No. 1 a post four inches square marked No. 1 M. S. 306, with mound of stone, identical with corner No. 4 of said Riddle Nickel Quartz Lode Claim from which a fir four inches in diameter marked No. 1 M. S. 306 B. T. bears S 85° E 27 links distant, and a fir five inches in diameter marked No. 1 M. S. 306 B. T. bears N 70° E 35 links distant.

Thence first course, West 1500 feet to corner No. 2, identical with corner No. 3 of said Riddle Nickel Quartz Lode Claim.

Thence second course, South 600 feet to corner No. 3.

Thence third course, East 1500 feet to corner No. 4.

Thence fourth course, North 600 feet to corner No. 1, the place of beginning.

Parcel Three:

The patented UNION CONSOLIDATED NICKEL MINING CLAIM, consisting of the Wagner Nickel Quartz, Luce Nickel Quartz, Bush Nickel Quartz, Winslow Nickel Quartz, Mammoth Nickel Quartz, Last Chance Nickel Quartz, Surghner Nickel Quartz, Parmley Nickel Quartz, Ashley Nickel Quartz and East Extension of Mammoth Nickel Quartz Lode Claim, Mineral Cert. 78, designated by the Surveyor General as Lot 307, described in United States Patent recorded May 19, 1898, in Book 37 at Page 130, encompassing a portion of Section 17 Township 30 South, Range 6 West of the Willamette Meridian, County of Douglas, State of Oregon, more particularly described as follows:

Beginning for the description of the Wagner Nickel Quartz Lode Claim at the quarter Section post between Sections 8 and 17 in Township 30 South of Range 6 West Willamette Meridian.

Thence first course, N 89° 49' E 1500 feet to corner No. 2

Thence second course, South 528 feet to corner No. 3.

Thence third course, S 89° 49' W 1500 feet to corner No. 4.

Thence fourth course, North 528 feet to said quarter Section post, the place of beginning.

Beginning for the description of the Luce Nickel Quartz Lode Claim at corner No. 1 a post four inches square marked No. 1 M. S. 307, with mound of stone, from which the quarter Section corner between said Sections 8 and 17 bears North 1056 feet distant, a pine ten inches in diameter marked No. 1 M. S. 307 B. T. bears S 28° E 26 links distant and a pine thirty inches in diameter marked No. 1 M. S. 307 B. T. bears N 51° 30' E 52 links distant. Thence first course, North 528 feet to corner No. 2.

Thence second course, N 89° 49' E 1500 feet to corner No. 3.

Thence third course, South 528 feet to corner No. 4.

Thence fourth course, S 89° 49' W 1500 feet to corner No. 1, the place of beginning.

Beginning for the description of the Bush Nickel Quartz Lode Claim at corner No. 1 a post four inches square marked No. 1 M. S. 307, with mound of stone, from which said quarter Section corner bears North 1584 feet distant a pine five inches in diameter marked No. 1 M. S. 307 B. T. bears North 73° 30' E 17 links distant and a fir 7" in diameter marked No. 1 M. S. 307 B. T. bears S 65° E 37 links distant.

Thence first course, North 528 feet to corner No. 2 identical with corner No. 1 of said Luce Nickel Quartz Lode Claim.

Thence second course, N 89° 49' E 1500 feet to corner No. 3 from which cut No. 1 bears S 74° W 396 feet distant.

Thence third course, South 528 feet to corner No. 4.

Thence fourth course, S 89° 49' W 1500 feet to corner No. 1, the place of beginning.

Beginning for the description of the Winslow Nickel Quartz Lode Claim at corner No. 1, a post four inches square marked No. 1 M. S. 307 with mound of stone, from which said quarter Section corner bears North 2112 feet distant, a fir 8 inches in diameter marked No. 1 M. S. 307 B. T. bears N 52° 30' E 9 links distant and a fir 8 inches in diameter marked No. 1 M. S.

307 B. T. bears S 83° 30' E 9 links distant and cut No. 2 bears N 60° 30' E 184 feet distant.

Thence first course, North 528 feet to corner No. 2, identical with corner No. 1 of said Bush Nickel Quartz Lode Claim.

Thence second course, N 89° 49' E 1500 feet to corner No. 3, identical with corner No. 4 of said Bush Nickel Quartz Lode Claim.

Thence third course, South 528 feet to corner No. 4.

Thence fourth course, S 89° 49' W 1500 feet to corner No. 1 the place of beginning.

Beginning for the description of the Mammoth Nickel Quartz Lode Claim at corner No. 1, a post four inches square marked No. 1 M. S. 307 from which said quarter Section corner bears North 2640 feet distant a fir twelve inches in diameter marked No. 1 M. S. 307 B. T. bears East 32 links distant and a fir fourteen inches in diameter marked No. 1 M. S. 307 B. T. bears N 49° E 59 links distant.

Thence first course, North 528 feet to corner No. 2, identical with corner No. 1 of said Winslow Nickel Quartz Lode Claim.

Thence second course, N 89° 49' E 1500 feet to corner No. 3, identical with corner No. 4 of said Winslow Nickel Quartz Lode Claim.

Thence third course, South 528 feet to corner No. 4.

Thence fourth course, S 89° 49' W 589 feet to a point from which cut No. 3 bears N 2° 30' W 315 distant, 1500 feet to corner No. 1, the place of beginning.

Beginning for the description of the Last Chance Nickel Quartz Lode Claim at corner No. 1, a post four inches square marked No. 1 M. S. 307, with mound of stone identical with the Northeast corner of said Section 17, from which a fir forty inches in diameter marked No. 1 M. S. 307 B. T. bears N 56° W 16 links distant and a fir eight inches in diameter marked No. 1 M. S. 307 B. T. bears S 27° W 44 links distant.

Thence first course S 89° 49' W 1140 feet to corner No. 2 identical with corner No. 2 of said Wagner Nickel Quartz Lode Claim.

Thence second course, South 528 feet to corner No. 3 identical with corner No. 3 of said Wagner Nickel Quartz Lode Claim.

Thence third course, N 89° 49' E 1140 feet to corner No. 4.

Thence fourth course, North 528 feet to corner No. 1 the place of beginning.

Beginning for the description of the Surghner Nickel Quartz Lode Claim at corner No. 1, a post four inches square marked No. 1 M. S. 307 with mound of stone, from which the quarter Section corner between Sections 16 and 17 said Township and Range bears South 1584 feet distant; a pine 36 inches in diameter marked No. 1 M. S. 307 B. T. bears S 59° W 60 links distant and a pine 6 inches in diameter marked No. 1 M. S. 307 B. T. bears N 57° W 51 links distant.

Thence first course North 528 feet to corner No. 2.

Thence second course, S 89° 49' W 1140 feet to corner No. 3.

Thence third course, South 528 feet to corner No. 4, identical with corner No. 4 of said Luce Nickel Quartz Lode Claim.

Thence fourth course, N 89° 49' E 1140 to corner No. 1, the place of beginning.

Beginning for the description of the Parmley Nickel Quartz Lode Claim at corner No. 1 a post four inches square marked No. 1 M. S. 307 with mound of stone, from which the quarter Section corner between said Section 16 and 17 bears South 1056 distant a pine 5 inches in diameter marked No. 1 M. S. 307 B. T. bears N 18° W 57 links distant and a pine fourteen inches in diameter marked No. 1 M. S. 307 B. T. bears S 57° W 66 links distant and cut No. 7 bears N 70° W 46 feet distant.

Thence first course, North 528 feet to corner No. 2 identical with corner No. 1 of said Surghner Nickel Quartz Lode Claim.

Thence second course, S 89° 49' W 1140 feet to corner No. 3 identical with corner No. 4 of said Luce Nickel Quartz Lode Claim.

Thence third course, South 528 feet to corner No. 4.

Thence fourth course, N 89° 49' E 1140 feet to corner No. 1, the place of beginning.

Beginning for the description of the Ashley Nickel Quartz Lode Mining Claim at corner No. 1, a post four inches square marked No. 1 M. S. 307, with mound of stone, from which the quarter Section corner between said Sections 16 and 17 bears South 528 feet distant a cedar 36 inches in diameter marked NO. 1 M. S. 307 B. T. bears N 40° W 36 links distant, and a

cedar four inches in diameter marked No. 1 M. S. 307 B. T. bears S 73° 30' W 48 links distant.

Thence first course, North 528 feet to corner No. 2, identical with Corner No. 1 of said Parmley Nickel Quartz Lode Claim.

Thence second course, S 89° 49' W 1140 feet to corner No. 3.

Thence third course, South 528 feet to corner No. 4, identical with corner No. 4 of said Winslow Nickel Quartz Lode Claim.

Thence fourth course, N 89° 49' E 1140 feet to corner No. 1, the place of beginning.

Beginning for the description of the East Extension of Mammoth Nickel Quartz Lode Claim at corner No. 1, a post four inches square marked No. 1 M. S. 307, with mound of stone, identical with the quarter Section corner between said Sections 16 and 17, from which a pine twenty inches in diameter marked No. 1 M. S. 307 B. T. bears N 57° W 17 links distant and a pine thirty inches in diameter marked No. 1 M. S. 307 B. T. bears N 3° 30' W 1 chain and 18 links distant.

Thence first course, North 528 feet to corner No. 2, identical with corner No. 1 of said Ashley Nickel Quartz Lode Claim.

Thence second course, S 89° 49' W 1140 feet to corner No. 3, identical with corner No. 3 of said Mammoth Nickel Quartz Lode Claim.

Thence third course, South 528 feet to corner No. 4, identical with corner No. 4 of said Mammoth Nickel Quartz Lode Claim.

Thence fourth course, N 89° 49' E 1140 feet to corner No. 1, the place of beginning.

Parcel Four:

The Northwest quarter of the Northwest quarter (NW ¼ NW ¼) of Section Twenty-one (21), Township Thirty (30) South, Range Six (6) West of the Willamette Meridian, Douglas County Oregon.

STATE OF OREGON }
COUNTY OF DOUGLAS } SS
I, DOYLE SHAVER JR., COUNTY CLERK AND
RECORDER OF CONVEYANCES, DO HEREBY CERTIFY
THAT THIS INSTRUMENT WAS RECORDED

01 MAY -9 PM 2:41

DOYLE SHAVER JR.
DOUGLAS COUNTY CLERK

IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY

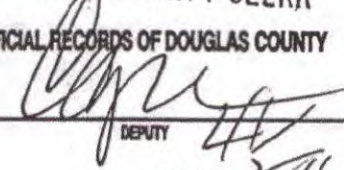
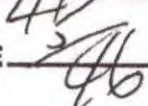
BY 
DEPUTY
FEE 

Exhibit A - Page 4 of 4 2001-10663

Received by OWRD

JUL 23 2026

Salem, OR

REGISTRY NUMBER:

756308-80

FILED

MAY 31 2000

OREGON
SECRETARY OF STATE

ARTICLES OF ORGANIZATION
OF
NICKEL MOUNTAIN, L.L.C.

An Oregon Limited Liability Company

The undersigned natural person of the age of 18 years or more, acting as organizer under the Oregon Limited Liability Company Act, adopts the following Articles of Organization:

ARTICLE I

The name of the limited liability company is Nickel Mountain, L.L.C. (the "Company"), and the latest date on which the Company will dissolve is May 22, 2050.

ARTICLE II

The Company will be managed by its members.

ARTICLE III

The name of the initial registered agent is Ronald S. Yockim and the address of the initial registered office is 548 S.E. Jackson Street, Suite 7, Roseburg, Oregon 97470. The address where the Division may mail notices is Ronald S. Yockim, 548 S.E. Jackson Street, Suite 7, P.O. Box 2456, Oregon 97470.

*^
Roseburg*

ARTICLE IV

The name and address of each organizer is:

<u>Name</u>	<u>Address</u>
Ricki N. Barnes	3000 N.W. Stewart Parkway Suite 204 Roseburg, Oregon 97470
Audrey L. Barnes	3000 N.W. Stewart Parkway Suite 204 Roseburg, Oregon 97470

Received by OWRD

JUL 23 2026

Salem, OR

05240003503

40.

5-31
M

756308-80

ARTICLE V

ORS 63.185(4) will not apply in the event an additional member is admitted to the Company directly or indirectly by or through the sale, assignment, or other conveyance of an existing interest in the Company.

ARTICLE VI

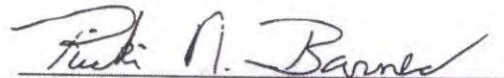
The Company shall indemnify any person for acts or omissions as a member or manager, and has eliminated the liability of a member or manager to the Company or its members for damages from such acts or omissions.

ARTICLE VII

The effective date of the Company's existence is the date of filing of these Articles by the Secretary of State.

I, the undersigned organizer, declare under penalties of perjury, that I have examined the foregoing, and to the best of my knowledge and belief, these Articles of Organization are true, correct, and complete.

DATED: May 23, 2000.


Ricki N. Barnes

The person to contact about this filing:

Ronald S. Yockim

541-957-5900

Received by OWRD

JUL 23 2026

Salem, OR

**OPERATING AGREEMENT
NICKEL MOUNTAIN, L.L.C.**

An Oregon Limited Liability Company
(Member-Managed)

THIS OPERATING AGREEMENT is made and entered into effective May 31, 2000, by and between Ricki N. Barnes, and Audrey L. Barnes (collectively referred to in this agreement as the "Members").

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 Formation. Effective May 31, 2000, the Members form an Oregon limited liability company under the name Nickel Mountain, L.L.C. (the "Company"), on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Oregon Limited Liability Company Act (the "Act"). Effective May 23, 2000, the Members agree to cause to be filed with the Corporation Division of the Oregon Secretary of State's office Articles of Organization for the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name Nickel Mountain, L.L.C., or such other name as the Members unanimously may agree on.

1.3 Purpose. The Company may conduct or promote any lawful business or purpose that a partnership or corporation may conduct or promote. The primary purpose of the Company is to own and manage tree farms and other property, and to engage in all activities reasonably necessary and incidental thereto.

1.4 Office. The Company will maintain its principal business office within Oregon at 3000 Stewart Parkway, Suite 204, Roseburg, Oregon 97470.

1.5 Registered Agent. Ronald S. Yockim is the Company's initial registered agent in Oregon and the registered office is 548 S.E. Jackson Street, Suite 7, Roseburg, Oregon 97470.

1.6 Term. The term of the Company commences on May 31, 2000, and continues for 50 years unless sooner terminated as provided in this Agreement.

1.7 Names and Addresses of Members.

The Members' names and addresses are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Ricki N. Barnes	3000 Stewart Parkway Suite 204 Roseburg, Oregon 97470
Audrey L. Barnes	3000 Stewart Parkway Suite 204 Roseburg, Oregon 97470

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2. CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions. Each Member's respective initial capital contribution to be made to the Company no later than the date this Agreement is executed, and their initial Capital Accounts (defined in Section 6.7) in the Company is:

Ricki N. Barnes	\$510.00
Audrey L. Barnes	\$490.00

2.2 Ownership Interest. Each Member's percentage interest in the Company (the "Ownership Interest") is:

Ricki N. Barnes	51%
Audrey L. Barnes	49%

2.3 Additional Capital Contributions. The Members intend that to the maximum extent possible, Company obligations are to be paid from operating cash flows and from Company borrowings, whether short term or longer term. To the extent cash flow from operations and borrowings are not sufficient to meet the obligations of the Company as they become due, then on the prior consent of Members holding a majority of the Ownership Interests (such majority of Ownership Interests hereinafter referred to as a "Majority of the Members") the Members will contribute to the Company proportionately to their Ownership Interests the funds necessary to meet such obligations.

2.3.1 The Operating Manager (defined in Section 4.1.1) may initiate a required capital contribution by giving the other Members written notice (the "Notice") of the total amount of capital required and by stating the reasons the additional capital contribution is needed. If approved by a Majority of the

Members, each Member must contribute its proportionate share (determined by reference to Ownership Interests) of the amount stated in the Notice. All contributions of capital must be made by each Member within 30 days of the date the Notice is received by the other Members. Failure to make a required capital contribution is a breach of this Agreement, unless, pursuant to Section 2.4, the other Member(s) advance funds, which decision is in the sole discretion of the other Members.

2.4 Failure to Make Additional Capital Contribution. Should any Member for any reason fail to make an additional capital contribution required under Section 2.3 (a "Defaulting Member"), then the other Members may advance funds proportionate to their Ownership Interests or as they otherwise may agree for the account of the Defaulting Member (a "Default Advance"). A Member who makes a Default Advance is an "Advancing Member." A Default Advance is a debt of the Defaulting Member due to the Advancing Member(s) that bears interest from the date made at a rate equal to 2% above the prime rate of South Umpqua Bank. The Defaulting Member's share of Company cash distributions and proceeds will be paid to the Advancing Members in the chronological order of, and proportionately to, the Default Advances then to be repaid until that debt, including interest and costs of collection, are repaid in full. A Default Advance is the personal obligation of the Defaulting Member to the Advancing Member(s), and if not repaid within two years of the date made, the Advancing Member(s) may pursue any remedy at law or in equity for its repayment.

2.5 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Income and Loss Determination. The Company's taxable income or loss for each fiscal year will be determined as of the end of the fiscal year by the Company's accountants in accordance with federal income tax accounting principles, consistently applied, using that method of accounting employed in the federal income tax informational return filed by the Company for that fiscal year.

3.2 Allocations of Income and Loss. All items of income, gain, loss, deduction, and credit will be allocated among the Members pro rata in proportion to their respective Ownership Interests.

3.3 Distributions. Except as provided in Section 8, distributions will be made to the Members pro rata in proportion to their respective Ownership Interests at times and in amounts as the Operating Manager may deem appropriate or advisable;

provided, however, that if any Default Advances then remain unpaid and outstanding, distributions otherwise payable to the Defaulting Member instead will be paid to the Advancing Members in chronological order of the Default Advances until all Default Advances made on behalf of the Defaulting Member and all accrued and unpaid interest and costs of collection are repaid in full.

3.3.1 Notwithstanding Section 3.3, no distribution may be made to any Member if, after giving effect to the distribution, in the judgment of the Operating Manager, determined as permitted in the Act, either (1) the Company would not be able to pay its debts as they become due in the ordinary course of business, or (2) the fair value of the total assets of the Company would not at least equal its total liabilities.

3.4 **Transfer of Interest by Member During Fiscal Year.** If any Member transfers all or a portion of an interest in the Company during any fiscal year of the Company consistent with the provisions of Section 7, by sale, exchange, transfer, assignment, gift, death, operation of law, or in any other manner, the income or deduction of the Company allocable to the membership interest so transferred will be prorated between the transferor and the transferee in accordance with the number of days during the fiscal year each owned the interest, but, unless otherwise agreed between the Member and the transferee, gains or losses recognized from the sale or conveyance of Company assets will be allocated based on a closing of the books to the Member owning the interest at the time of the sale or conveyance.

3.5 **No Right to Demand Return of Capital.** No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4. POWERS AND DUTIES OF MANAGERS

4.1 **Management of Company.** The management and control of the Company and its business and affairs is exclusively in the Members. The Members, or any of them, have all the powers that may be possessed by a member in a limited liability company without managers pursuant to the Act.

4.1.1 Notwithstanding Section 4.1, the Members agree among themselves that, except as otherwise provided in Section 4.2, in connection with Major Decisions (defined in Section 4.2), the right to manage the day-to-day operations of the Company rests exclusively in Ricki N. Barnes (the "Operating Manager"). Consistent with and subject to the foregoing, the Operating Manager has all the rights and powers that may be possessed by a manager in a limited liability company with managers pursuant to the Act, and such rights and powers as are otherwise conferred by law or are necessary, advisable, or convenient to the discharge

of the Operating Manager's duties under this Agreement and to the management of the business and affairs of the Company. Without limiting the generality of the foregoing, subject to the restrictions set forth in Section 4.2, the Operating Manager has the following rights and powers (which he or she may exercise at the cost, expense, and risk of the Company):

(1) To expend the funds of the Company in furtherance of the Company's business;

(2) To perform all acts necessary to fulfill the purposes of the Company, including engaging persons the Operating Manager deems advisable to fulfill those purposes;

(3) To execute, deliver, and perform on behalf of and in the name of the Company, without any other signature, agreements and documents deemed necessary or desirable by the Operating Manager to carry out the business of the Company, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the Company in any of its assets, or any part thereof, whether held in the Company's name, the name of the Operating Manager, or otherwise; and

(4) To borrow or raise money on behalf of the Company in the Company's name or in the name of the Operating Manager for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure their payment by mortgage, security agreement, pledge, conveyance, or assignment in trust of the whole or any part of the assets of the Company, including contract rights.

4.2 Restriction on Authority of Operating Manager.

Notwithstanding any other provision of this Agreement, without the prior written approval or consent of a Majority of the Members, the Operating Manager does not have any authority to do any of the following (the "Major Decisions"):

(1) Amend the Company's Articles of Organization or this Agreement;

(2) Finance or refinance any assets of the Company, or demolish, renovate, or lease the existing improvements on the Company's existing real property in Douglas County, Oregon (the "Property");

(3) Acquire any land or other real property or interest in land or other real property other than any easement, right-of-way, or other similar interest reasonably required, in the

opinion of the Operating Manager, for the ownership or operation of the Company's Property;

(4) Sell, transfer, or exchange all or substantially all of the property owned by the Company;

(5) Construct any improvements or make any capital improvements, repairs, alterations, or changes in or to the Property involving in any instance an expenditure in excess of \$10,000, except for matters expressly delegated to the Operating Manager by the Members.

4.3 Member's Exercise of Authority. Notwithstanding any other provision of this Agreement, should any Member not an Operating Manager exercise any right or power vested in the Member as a manager of the Company (other than voting or consenting to Major Decisions as provided in Section 4.2), on the approval of Members owning a majority of the Ownership Interests held by Members other than the breaching Member, the Company or such remaining Members have the option, but not the obligation, to purchase and acquire the interest of that Member in the Company for an amount equal to 60% of the amount that Member otherwise would receive if the Company's assets were then sold and the proceeds distributed in liquidation to all Members in accordance with this Agreement. Payment for that Member's interest in the Company will be unsecured and will not be less than 20% of the purchase price at closing, and 20% of the purchase price on each anniversary of the closing until paid.

4.4 Tax Matters Member. Ricki N. Barnes is hereby designated and approved as Tax Matters Member for the Company; in such capacity, Ricki N. Barnes is authorized to participate in any audit of the Company's federal income tax return, and in connection therewith, to negotiate, settle, and make agreements and adjustments with respect to the Company's federal income tax return that will be binding on all the Members; provided, however, that Ricki N. Barnes first consult with and obtain the approval of the other Members concerning any audit adjustments proposed to be made to the Company's federal income tax return. Ricki N. Barnes, as Tax Matters Member, must notify all Members of any final Company audit adjustments.

4.5 Duties of the Operating Manager. The Operating Manager must take all actions that may be necessary or appropriate for the continuation of the Company's valid existence as a limited liability company under the laws of Oregon and of each jurisdiction in which such existence is necessary for the Company to conduct the business in which it is engaged and for the accomplishment of the Company's purposes, including the preservation and operation of Company assets in accordance with the provisions of this Agreement and applicable laws and regulations. Notwithstanding the foregoing, the Operating Manager

is not required to devote his or her full time to the business and affairs of the Company, but must devote such time as reasonably is necessary to perform his or her duties under this Agreement and prudently to manage or operate the Company's assets and conduct its business.

4.6 Limitation on Liability of Operating Manager. The Operating Manager has no liability to the Company or to any other Member for any loss suffered by the Company or any Member that arises out of any action or inaction of the Operating Manager if the Operating Manager, in good faith, determined that such course of conduct was in the best interest of the Company and such course of conduct did not constitute gross negligence or intentionally wrongful misconduct.

4.7 Indemnification of Operating Manager. The Operating Manager is not personally liable for any debt, obligation, or liability of the Company merely by reason of being the Operating Manager or a Member. To the fullest extent provided or allowed by the laws of Oregon, the Company will indemnify the Operating Manager, in his or her capacity as Operating Manager, from and against all costs, losses, liabilities, damages, claims, and expenses (including attorney fees as incurred at trial and on appeal) (collectively, "Claims") arising from actions or inactions taken or omitted in his or her capacity as Operating Manager, including, without limitation, action taken or omitted by the Operating Manager consistent with this Agreement and in furtherance of the business or affairs of the Company. The satisfaction of any indemnification of the Operating Manager under this Agreement will be from, and limited to, Company assets, and the Members will not have any personal liability on account thereof.

4.8 Other Business. Each Member is entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that the Members may enter into transactions that are similar to the transactions into which the Company may enter, and the Company and each Member hereby waive any right or claim to participate in them. Notwithstanding the foregoing, Members must account to the Company and hold, as trustee for it, any property, profit, or benefit derived by the Member, without the consent of all of the Members, in the formation, conduct, and winding up of the Company business or from a use or appropriation by the Member of Company property, including information developed exclusively for the Company and opportunities expressly offered to the Company.

4.9 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in

this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

4.10 Withdrawal by a Member. A Member has no power to withdraw from the Company.

SECTION 5. SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

5.1 Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.

5.2 Reimbursements. The Operating Manager is entitled to reimbursement from the Company for actual out-of-pocket expenses of the Company reasonably incurred in connection with the Company's business.

5.3 Salary. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

5.4 Insurance. At all times, the Operating Manager must obtain and keep in full force and effect a comprehensive public liability policy and a property damage policy in amounts, with companies, and on terms acceptable to a Majority of the Members. Each policy of insurance covering any Company property or any portion of any Company property must provide that the policy may not be canceled without at least 10 days' written notice to the Members.

5.5 Legal and Accounting Services. The Operating Manager is authorized to obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 6. BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

6.1 Books of Account. At the expense of the Company, the Operating Manager must maintain records and accounts of all operations and expenditures of the Company at the principal office of the Company. At a minimum, the Company records must include (1) a current list of the full name and last-known business, residence, or mailing address of each Member, both past and present; (2) a copy of the Articles of Organization and all amendments; (3) a copy of the Company's currently effective written Operating Agreement and all amendments; and (4) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years. Each Member has access to these at all reasonable times. The Operating Manager must keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's business and for carrying out this Agreement. The Operating

Manager must prepare the books and records on the basis of generally accepted accounting principles.

6.2 Accounting Reports. Within 120 days after the end of each fiscal year of the Company, the Operating Manager must furnish each Member with copies of internally prepared financial statements of the Company.

6.3 Audit. At any time, on the written request of a Member, an audit of the accounting books of the Company will occur at the expense of the Company. All Members must cooperate fully with the accountant conducting the audit.

6.4 Tax Returns. The Operating Manager must cause to be prepared and, on the review and approval of them by a Majority of the Members, must timely file with the appropriate authorities as necessary all federal and state income tax returns for the Company. Within 90 days after the end of each taxable year, or such lesser time if prescribed by the Internal Revenue Service, each Member will be furnished with a statement that may be used by the Member in the preparation of the Member's income tax returns, showing the amounts of any distributions, gains, profits, losses, deductions, or credits allocated to him or her during the fiscal year.

6.5 Method of Accounting. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

6.6 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

6.7 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles in Treasury Regulation §1.704-1(b)(2)(iv).

6.8 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government. Company funds may be withdrawn from Company accounts on the signature of the Operating Manager and either Audrey L. Barnes or Ricki N. Barnes.

6.9 Management of Funds. The Operating Manager must hold and disburse all funds of the Company in accordance with the terms of this Agreement and must account for all funds as a fiduciary. All funds of the Company held by a Member must be held in trust for the benefit of the Company, not be commingled with

other funds of a Member, not be the personal property of a Member, and, to the maximum extent permitted by law, not be vulnerable to inclusion in the bankruptcy estate of a Member.

SECTION 7. TRANSFER OF MEMBERSHIP INTEREST

7.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other nontransferring Members determined on a per capita basis.

7.2 Right of First Offer. Notwithstanding Section 7.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

7.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

7.2.2 For a period of 30 days after receipt of the Notice, the Members have the right, but not the obligation, to acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

7.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

7.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 7.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the

provisions of Section 7.2 will again apply to the Interest proposed to be sold or conveyed.

7.2.5 Notwithstanding the foregoing provisions of Section 7.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 7.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

7.3 Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

7.4 Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 7.5 and subject to the exercise of rights by Members under Section 7.6, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 7.3.

7.4.1 Any transfer of Economic Rights pursuant to Section 7.4 will not include any right to participate in management of the Company, including any right to vote, consent to, or approve any actions of the Operating Manager, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be

proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

7.5 Death Buyout. Notwithstanding the foregoing provision of Section 7, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 7.5.

7.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Exhibit A attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Exhibit A. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 7.5.2 will apply in determining the value of the Member's Interest in the Company.

7.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. No person may be designated as an appraiser unless he or she is a member of the American Institute of Real Estate Appraisers. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will

be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

7.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 7.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

7.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$10,000, the purchase price will be paid in cash; if the purchase price is \$10,000 or more, the purchase price will be paid as follows:

(1) \$10,000 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by South Umpqua Bank at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

7.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all

instruments required to be executed and delivered by the failing or refusing party.

7.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 8. DISSOLUTION AND WINDING UP OF THE COMPANY

8.1 **Dissolution.** The Company will be dissolved on the happening of any of the following events:

8.1.1 The expiration of 50 years from the date the Articles of Organization of the Company were filed;

8.1.2 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

8.1.3 The agreement of all of the Members;

8.1.4 By operation of law; or

8.1.5 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

8.2 **Winding Up.** On the dissolution of the Company (if the Company is not continued as provided in Section 8.1.5), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

8.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

8.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

8.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution;

provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 8.2.3.

SECTION 9. GENERAL PROVISIONS

9.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

9.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the state of Oregon (without regard to principles of conflicts of law).

9.3 Waiver of Action for Partition. Each of the Members irrevocably waives, during the existence of the Company and during the period of its winding up and liquidation following any event of dissolution, any right that the Member may have to maintain any action for partition with respect to any of the assets of the Company.

9.4 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same counterpart. All counterparts will be construed together and will constitute one and the same Agreement. A single counterpart may be introduced as evidence of this Agreement.

9.5 Parties in Interest. Subject to the limitations on transfers of membership interests set forth in Section 7 of this Agreement, each and every covenant, term, provision, and agreement is binding on and inure to the benefit of the parties and their heirs, successors, assigns, and legal representatives.

9.6 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. There are no agreements, understandings, restrictions, representations, or warranties between the Members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

9.7 Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the

amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

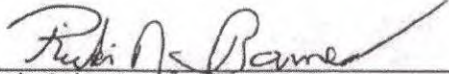
9.8 Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

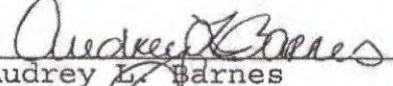
9.9 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

9.10 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

9.11 Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.


Ricki N. Barnes


Audrey L. Barnes

Oregon Secretary of State Information Change
7/26/2024

Address Change for Nickel Mountain, LLC,
Ricki N. Barner & Audrey L. Barner

New Address

455 Panorama LN
Roseburg, OR 97471

Registered Agent: Audrey L. Barner

Received by OWRD

JUL 23 2026

Salem, OR

INFORMATION CHANGE



Corporation Division
sos.oregon.gov/business

E-FILED

Jul 26, 2024

OREGON SECRETARY OF STATE

REGISTRY NUMBER

75630880

REGISTRATION DATE

05/31/2000

BUSINESS NAME

NICKEL MOUNTAIN, L.L.C.

BUSINESS ACTIVITY

FORESTRY

TYPE

DOMESTIC LIMITED LIABILITY COMPANY

JURISDICTION

OREGON

MAILING ADDRESS

455 PANORAMA LN
ROSEBURG OR 97471 USA

PRIMARY PLACE OF BUSINESS

455 PANORAMA LN
ROSEBURG OR 97471 USA

REGISTERED AGENT

AUDREY L BARNES
455 PANORAMA LN
ROSEBURG OR 97471 USA

If the Registered Agent has changed, the new agent has consented to the appointment.

MEMBER

AUDREY L BARNES
455 PANORAMA LN
ROSEBURG OR 97471 USA

MANAGER

RICKI N BARNES
455 PANORAMA LN
ROSEBURG OR 97471 USA

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Salem, OR



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OREGON SECRETARY OF STATE

I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

AUDREY L BARNES

TITLE

MEMBER

DATE

07-25-2024

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Salem, OR

Nickel Mountain, L.L.C.

455 Panorama LN, Roseburg, OR 97471

Phone: 541-430-7035

Email: rbarnes@jennilake.com

July 23, 2026

Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, OR 97301

Re: Application for a Permit to Store Water in a Reservoir

Enclosed is Nickel Mountain, L.L.C.'s Application for a Permit to Store Water in a Reservoir, Alternate Review Process along with the required supporting information as follows:

1. Application for a Permit to Store Water in a Reservoir – Sections 1 through 8
 - a. Minimum Requirements checklist
 - b. Section 1 signed by Rick and Audrey Barnes
 - c. Section 2 Property Ownership and Statutory Authority
 - i. Articles of Organization of Nickel Mountain, L.L.C.
 - ii. Operating Agreement Nickel Mountain, L.L.C.
 - iii. Oregon Secretary of State Information Change
 1. Changes Agent to Audrey L. Barnes
 2. Changes Address to 455 Panorama LN, Roseburg, OR 97471
 - iv. Warranty Deed – Oregon Nickel Mining Properties, Inc. to Nickel Mountain L.L.C. recorded in Douglas County Records 10/3/2000 – The subject reservoir is located in Parcel Two described in Exhibit A.
 1. Default Judgement in favor of Nickel Mountain, L.L.C. dated 3/28/2001 – Title was cleaned up by this default Judgement.
 2. Quitclaim Deed dated April 5, 2001 – Oregon Nickel Mining Properties Inc. issued a Quitclaim Deed to Nickel Mountain, L.L.C. after the default judgement dated 3/28/2001.
 - v. Trustee's Deeds for the Peter J. Mills Trust. Parcel Four described in Exhibit A of these deeds includes the NW1/4 of the NW1/4 of Section 21 which lies immediately South of the subject reservoir.
 1. Trustee's Deed recorded on May 9, 2001: Bank of America, N.A., Stephen Kraychy and Mary M. Kraychy, Co-Trustees. (1/2 interest) of the Peter J. Mills Trust to Nickel Mountain, L.L.C.
 2. Trustee's Deed recorded May 9, 2001: First Union National Bank and Delores C. Mills, Co-Trustees of the Peter J. Mills Revocable Trust to Nickel Mountain, L.L.C.
 - vi. Sections 3 through 8
 - vii. Application Map

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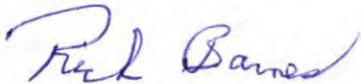
JUL 23 2026

Salem, OR

2. Land Use Information Form
 - a. Douglas County Planning and Sanitation Worksheet
 - b. Douglas County Land Use Information Form
3. Legal Description: The subject reservoir is located in the SW1/4 of the SW1/4 of Section 16, T30S, R6W, W.M. This area is in Parcel 2 of Exhibit A in the included Warranty Deed from Oregon Nickel Mining Properties, Inc.
4. Evidence of signatory authority. The Articles of Organization and the Operating Agreement for Nickel Mountain, L.L.C. are included.
5. Application Map: The application map – Location of Jenni Lake Impoundment is included with the Application.
6. Watermaster Alternate Reservoir Application Review Sheet
7. ODFW Alternate Reservoir Application Review Sheet
8. Fees – Check Number 3181 in the amount of \$1,945.00 is included.

Great care was taken to ensure all the required information is included in this packet. Please let me know if you have any questions or need additional information.

Sincerely,



Rick Barnes, Operating Manager
Nickel Mountain, L.L.C.

Received by OWRD

JUL 23 2026

Salem, OR

Nickel Mountain, L.L.C.

455 Panorama LN, Roseburg, OR 97471

Phone: 541-430-7035

Email: rbarnes@jennilake.com

July 27, 2027

Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, OR 97301

Re: Application for a Permit to Store Water in a Reservoir – Nickel Mountain, L.L.C.

On July 23, 2026, I hand carried an application for a Permit to Store Water in a Reservoir for Nickel Mountain, L.L.C. Upon return to my office I realized I had included the Watermaster Alternate Reservoir Application Review Sheet signed by Susan Douthit, but I did include the Water Availability Table that Ms. Douthit included with the review sheet. Please see included a copy of the Watermaster Alternate Reservoir Application Review Sheet along with the Water Availability Table.

Please let me know if you have any questions or need any additional information.

Sincerely,



Rick Barnes, Operating Manager
Nickel Mountain, L.L.C.

OREGON



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JUL 23 2026

Salem, OR

Date Received (Date Stamp Here)

OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Rick Barnes, Nickel Mountain LLC
455 Panorama Ln, Roseburg OR 97471

Transaction Type: Alt-Res

Fees Received: \$ 1,945.00

☐ Cash

☒ Check:

Check No. 3181

Name(s) on Check: Nickel Mountain LLC

Thank you for your submission. Oregon Water Resources Department (Department) staff will review your submittal as soon as possible.

If your submission is determined to be complete, you will receive a receipt for the fees paid and an acknowledgement letter stating your submittal is complete.

If determined to be incomplete, your submission and the accompanying fees will be returned with an explanation of deficiencies that must be addressed in order for the submittal to be accepted.

If you have any questions, please feel free to contact the Department's Customer Service staff at 503-986-0801 or 503-986-0810.

Sincerely,

OWRD Customer Service Staff

Submission received by: J. Skaug

(Name of OWRD staff)

Instructions for OWRD staff:

- Complete this Submission Receipt and make two (2) copies. Place one copy with the check/cash; and place the other copy with the submission (i.e., the application or other document).
- Date-stamp all pages. (NOTE: Do not stamp check.)
- Give this original Submission Receipt to the applicant.
- Record Submission Receipt information on the "RECEIVED OVER THE COUNTER" log sheet.
- Fold and put one copy of the Submission Receipt with check/cash into the Safe slot. Place the other copy of the Submission Receipt with submission (application/other document) in the top drawer of filing cabinet.