

**MEMORANDUM OF UNDERSTANDING**  
**FOR**  
**MINING AND MINERAL RELATED ACTIVITIES**  
**AT THE GRASSY MOUNTAIN MINE PROJECT**  
**IN**  
**MALHEUR COUNTY, OREGON**  
**BETWEEN**  
**OREGON DEPARTMENT OF GEOLOGY AND MINERAL INDUSTRIES**  
**AND**  
**U.S. DEPARTMENT OF THE INTERIOR**  
**BUREAU OF LAND MANAGEMENT**  
**OREGON**

- I. **PURPOSE.** This Memorandum of Understanding (MOU) is hereby made and entered into by and between the State of Oregon Department of Geology and Mineral Industries (DOGAMI) and the United States Department of the Interior - Bureau of Land Management, Oregon/Washington State Office (BLM).
- A. Establish and maintain coordination between DOGAMI and the BLM (“the agencies”) for their respective joint responsibilities pertaining to the administration and reclamation of lands disturbed by mining operations for locatable minerals on private land and federal lands administered by the BLM at the Grassy Mountain Mine site in Malheur County, Oregon.
  - B. For the agencies to be able to hold a joint reclamation bond that covers both federal and private lands within the approved mining operations for the Grassy Mountain Mine site (43 C.F.R. §§ 3809.570-.571, OAR 632-037-0015).
  - C. To prevent unnecessary administrative delay and to avoid duplication of administration and enforcement when possible (43 C.F.R. § 3809.200). Expedite administration and enforcement of the agencies’ respective authorities pertaining to mining operations; and
  - D. Prevent “unnecessary or undue degradation” of Federally managed lands (under federal law 43 C.F.R. § 3809.420(b)) and “unacceptable adverse impacts” (under Oregon law ORS 517.953) of federally managed and private lands and minimize adverse environmental impacts on surface resources; and
  - E. Develop and maintain common guidance to regulate facilities and activities on operations consisting of a mixture of federally managed and private lands.
- II. **AUTHORITIES.** This MOU is based on the following authorities:
- A. DOGAMI: The Mineral Land Regulation & Reclamation Program of DOGAMI has the responsibility to permit and inspect the exploration, development and production for mining of valuable minerals on lands in the State in a manner consistent with the

environmental protection and reclamation to prevent unacceptable adverse impacts and subsequent beneficial use of the land pursuant to the following regulations:

1. Oregon Revised Statutes, Chapters 468.020, 496.012, 506.109, 517.952 to 517.989
  2. Oregon Administrative Rules, Chapter 632, Division 37 (Consolidated Permitting of Mining Operations)
  3. Oregon Administrative Rules, Chapter 340, Division 43 (Chemical Mining)
  4. Oregon Administrative Rules, Chapter 635, Division 420 (Chemical Mining)
- B. BLM: The BLM has the responsibility to administer all locatable minerals exploration, developments, and production operations and provide for maximum possible coordination with appropriate State agencies to avoid duplication and to ensure that operators prevent unnecessary or undue degradation on Federal lands managed by the BLM pursuant to the following regulations:
1. The General Mining Law of May 10, 1872, as amended (30 U.S.C. §§ 22, et seq.)
  2. The 1955 Surface Resources Act, 30 U.S.C. § 611, et seq.
  3. The Federal Land Policy and Management Act of 1976, as amended (43 U.S.C. §§ 1732 et seq.)
  4. 43 U.S.C. §1201
  5. 43 U.S.C. § 1457
  6. 43 C.F.R. § 3802 (Exploration and Mining)
  7. 43 C.F.R. § 3809 (Surface Management)
  8. 43 C.F.R. § 3715 (Use and Occupancy)

### III. DEFINITIONS OF TERMS USED IN THIS MOU

- A. Bureau of Land Management (BLM) Lands – Lands managed by the BLM.
- B. Compliance Enforcement – Administrative and legal remedies for violations of an agency’s applicable laws, regulations, and permit conditions contained in DOGAMI’s Consolidated Permit and the Plan of Operations approved by the BLM for the Grassy Mountain mine.
- C. Consolidated Permit Application (CPA) – means the single application required under ORS 517.971.
- D. Consolidated Permit (CP) – The Consolidated Permit issued by DOGAMI for the Grassy Mountain Mine Project under OAR 632-037 and ORS 517.952 to 517.989.
- E. Grassy Mountain Project Area – The Project Area defined in the Consolidated Permit issued by DOGAMI for the Grassy Mountain Mine Project.
- F. Locatable Minerals – All minerals subject to the General Mining Law of 1872, except those minerals specifically excluded by the Mineral Leasing Act of 1920, Materials Act of 1947, and Surface Resources Act of 1955.
- G. Long-Term Funding Mechanism (LTFM) – A trust fund or other funding mechanism established by the operator to ensure the continuation of any long-term, post-mining treatment or maintenance requirements. Establishing a LTFM does not relieve the operator of their continuing responsibility to provide long-term management and maintenance of the site. The BLM's federal case file will not be closed and the DOGAMI Consolidated Permit will not be terminated before all long-term, post-

mining treatment or maintenance requirements have been completed and the LTFM has accordingly been terminated. The Oregon Department of Environmental Quality (ODEQ) water pollution control permit will not be terminated before the LTFM if the LTFM covers activities related to that permit.

- H. Operator – A person conducting or proposing to conduct operations. “Person” means any individual, firm, corporation, association, partnership, trust, consortium, joint venture, or any other entity conducting operations on Federally managed and private lands within the Grassy Mountain Project Area.
- I. Plan of Operations (Plan) – is a formal proposal that the Operator submits to the BLM for locatable minerals that describes in detail the proposed operations and reclamation to occur on private and Federally-managed lands within the Grassy Mountain Project Area (43 C.F.R. § 3809.401). The BLM must review and approve the Plan (43 C.F.R. § 3809.411). Approval requires an acceptable Reclamation Cost Estimate and Reclamation Bond for the Plan (43 CFR 3809.412).
- J. Reclamation Bond – The financial assurance provided by or on behalf of an Operator to guarantee the lands disturbed under BLM’s approved Plan and DOGAMI’s Permit are reclaimed in the event the Operator cannot or will not perform the required reclamation (i.e., a surety bond or a personal bond secured by a financial pledge).
- K. Reclamation Cost Estimate (RCE) – A Reclamation Cost Estimate is prepared and submitted by an Operator and reviewed by the appropriate agencies. The RCE must cover the estimated costs as if the BLM and/or DOGAMI were to contract with a third party to reclaim the operations according to the Reclamation Plan, including construction and maintenance costs for any treatment facilities necessary to meet Federal and State environmental standards. The RCE must also cover any interim stabilization and infrastructure maintenance costs needed to maintain the area of operations in compliance with applicable environmental requirements while third-party contracts are developed and executed.

DOGAMI RCEs are based on OAR 632-037-0070 and standards imposed under ORS 517.750 to 517.955. BLM RCEs must meet the requirements of 43 C.F.R. §§ 3809.552(a) and 3809.554(a) and must be acceptable to the BLM as required by 43 C.F.R. § 3809.554(b).

- L. Reclamation Plan (RecPlan) - The part or section of the Plan and the CPA that describes actions necessary to reclaim, rehabilitate, shape, stabilize, revegetate, or otherwise treat the land in order to return it to a safe, stable condition consistent with the establishment of a productive post mining land use and to prevent unnecessary or undue degradation. Description of equipment, devices or practices proposed should be consistent with regulations at 43 C.F.R. § 3809, and OAR 632-037-0130, as appropriate. Abandonment or demolition of facilities is conducted to maximize public health and safety and visual resource management.

- IV. COMPLIANCE ENFORCEMENT. Each agency shall have the responsibility for enforcement of its applicable laws and regulations. The BLM and DOGAMI will coordinate enforcement actions when appropriate. An Operator’s failure to achieve

Compliance Enforcement requirements by any agency may result in a request for bond forfeiture (43 C.F.R. §§ 3809.600 - .605; ORS 517.860(2), 517.862(4))

- V. **PLANS AND PERMITS.** The BLM and DOGAMI will make every effort to participate in pre-Plan/CPA coordination meetings with the Operator prior to submittal of a new or amended Plan/CPA. This will allow the agencies to provide input into the conceptual design of the Plan/CPA and coordinate baseline information needs and agency review schedules including, but not limited to, rock characterization analysis, hydrological and geochemical modeling requirements before the Plan/CPA is submitted for agency review.

Upon receipt of a new or an amended Plan/CPA by the BLM or DOGAMI, the BLM and DOGAMI will make every effort to participate in a coordination meeting with the Operator, as appropriate, to discuss coordination, permitting, review processes, Reclamation Cost Estimate, bonding, National Environmental Policy Act (NEPA) requirements, and establish contacts for the Plan approval process. When an agency receives a new or amended Plan/CPA covered by this MOU, the agency will verify that a duplicate copy was filed with the other responsible agency. The review and approval of the Plan/CPA will be coordinated between the agencies.

The agencies will coordinate reviews and approvals for mine closure requirements. When an Operator submits a closure report, DOGAMI will verify that a duplicate copy has been filed with the BLM. The BLM will review the closure documents to determine if a Plan amendment or a revised RCE is needed and the level of NEPA analysis required. The BLM will notify the Operator and DOGAMI of its determination.

- VI. **DETERMINING THE RECLAMATION COST ESTIMATE/ADMINISTERING THE BOND.** The provisions of this section describe coordination of the agencies in determining a RCE, the amount required for a Reclamation Bond, administering a bond, obtaining performance under a bond, and performing reclamation of Plans covered by this MOU.
- A. Based on a complete and adequate RCE submitted by an Operator, the agencies shall determine a single amount required for the Reclamation Bond, write a Reclamation Bond decision letter and ensure the agency (ies) are copied on the decision.
- B. All reviews of RecPlans and RCEs shall be coordinated between the agencies to determine a mutually acceptable required bond amount. Descriptions of the activities included in the DOGAMI and BLM RecPlans should be consistent and provide sufficient detail to support the RCE. The agencies shall make every effort to resolve any major discrepancies between the DOGAMI and BLM RCEs to the extent that their scopes overlap, including requiring the Operator to reconcile any such discrepancies by amending the respective RCEs when determined necessary. For projects involving BLM and private lands, the BLM and DOGAMI will coordinate on correspondence to the operator of formal requests, comments, and approvals of the required bond amount.

- C. If the BLM or DOGAMI are unable to complete their RCE review in a timely manner, the agency that has completed its review will proceed with issuing a RCE determination as required by applicable state or federal regulations. An agency with an unanticipated delay in its review will issue a RCE determination upon completion of its review of the RCE. The agencies will make every effort to limit delays. The BLM's policy is to complete RCEs within 30 days. The BLM's 30-day clock is reset when the BLM requires the Operator to reconcile major discrepancies by amending their RCEs.
- D. Joint Bonding: If DOGAMI holds a single bond for a Plan covered by this MOU that includes federally managed lands, then the Reclamation Bond must be acceptable to the BLM (consistent with regulations at 43 C.F.R. §§ 3809.203 and 3809.570 - 3809.571) prior to DOGAMI acceptance. If the BLM holds a single bond for a Plan covered by this MOU that includes private or state managed lands, then the Reclamation Bond must be acceptable to DOGAMI (consistent with ORS 517.987 and OAR 632-037-0015) prior to BLM acceptance.
- E. The amount of the Reclamation Bond provided for a Plan must be sufficient to satisfy the RCE for the lands under each agency's jurisdiction as required by the laws and regulations of each agency. Where a mutually acceptable RCE cannot be reached, the agencies shall enter into dispute resolution as outlined in Section X of this MOU. If dispute resolution is not successful, then the agencies shall be responsible for determining the RCE as provided by the laws and regulations of each agency and require bonding accordingly (43 C.F.R. § 3809.572), referred to as double bonding.
- F. Periodic RCE Reviews: It is the BLM's policy to conduct a thorough review of the RCEs at least every 3-years. DOGAMI shall assess annually the overall cost of reclamation. If either agency determines a price change to the RCE is necessary, then the agencies will mutually agree on the acceptable bond amount and the reviewing agency, the agency who determined a price change is necessary, will write a decision letter and ensure the agency (ies) are copied on the decision.
- G. Demand Payment: If an agency finds cause to demand payment of a Reclamation Bond held by another agency, the agency finding cause must provide adequate justification and request the holding agency to initiate collection action. The agency holding the Reclamation Bond will initiate the process to collect the Reclamation Bond to the extent provided by and consistent with its laws and regulations. It is further agreed the agency holding the Reclamation Bond will act on behalf of the other agencies on any matters concerning the Reclamation Bond, to the extent provided by or consistent with its laws and regulations. If DOGAMI holds the bond and makes a demand against the bond, the BLM will require the Operator to replace or augment the financial guarantee within 30 calendar days if the available balance is insufficient to cover the remaining reclamation cost (43 C.F.R. § 3809.573(b)).

When a Reclamation Bond is collected, forfeited, or relinquished, the agency holding the appropriated funds will coordinate with the jurisdictional agencies on site reclamation. Expenditure and allocation of funds will be a collaborative decision between the agencies based on a coordinated site visit to determine reclamation needs

in the best interest of public health and safety, to remedy unacceptable adverse impacts, and to minimize unnecessary or undue degradation of the environment. Each agency, however, remains responsible for complying with its law and regulations when collecting, forfeiting, expending or allocating such reclamation funds and nothing in this MOU should be interpreted in contravention of each agency's legal authorities and mandates. (43 C.F.R. § 3809.595 - 3809.599; ORS 517.860(2), 517.862(4)).

- H. Reclamation Bond Reduction or Release: Written concurrence will be required of all agencies to verify any reduction of the obligated amount of a bond prior to a reduction being allowed. A reduction of the obligated amount of the bond will be affected by the office of the agency which accepted and maintains the bond. All parties to the bond and/or operations will be advised if and when the obligated amount of the bond is reduced.

After completion of all or part of reclamation in accordance with approved plan of operation, the Operator requests, per 43 C.F.R. § 3809.590, BLM approve reclamation adequacy and reduce the required financial guarantee amount in whole or in part. BLM will promptly inspect the reclaimed area to determine if the reclamation is complete and the amount of remaining reclamation liability for which a financial guarantee must be maintained. BLM will not release more than 60% of the total reclamation financial guarantee until the conditions are met in 43 C.F.R. § 3809.591(b-c). The BLM may release the remainder of the required financial guarantee amount for the same portion of the project area when the BLM determines that the Operator has successfully completed reclamation, including revegetating the area disturbed by operations and any effluent discharged from the area has met applicable Federal and state water quality standards for 1 year without needing additional treatment or the Operator has established a funding mechanism under 43 C.F.R. §3809.552(c).

DOGAMI requires a written request from the Operator that includes an estimate of the percentage of reclamation done to date and the corresponding percentage of reclamation funds that the permittee believes should be released; the bond release or reduction request must state in unambiguous terms all measures taken to reclaim the site and any problems or potential problems that may inhibit reclamation in accordance with permit requirements (OAR 632-037-0140).

The agencies will make every effort to conduct joint site inspections and to coordinate authorization of bond releases. The agencies will not authorize Reclamation Bond releases without the other agencies' concurrence. If the agencies do not concur, then they will follow the dispute resolution process in Section X.

- I. The agencies may amend this agreement or enter into additional agreements when necessary to implement any provisions under this Section. Such agreements may be required to describe legal and procedural requirements that must be followed by the agencies in determining the required amount of a Reclamation Bond, administering

the bond, collecting the Reclamation Bond and/or performing reclamation on federally managed and private lands.

- VII. COORDINATION. The BLM's Plan and DOGAMI's CP have many similar requirements, including content and compliance. The agencies will coordinate, and exchange relevant information and correspondence as described below.
- A. Records Management: BLM and DOGAMI will retain separate records that relate to the Grassy Mountain Mine project and the subject MOU. When sharing documents, each agency must identify if the Operator has requested the specific documents be kept confidential and the document must be marked as such. Each agency will follow their laws regarding record management. Additionally, see the Freedom of Information Act and Oregon Publics Records Act in Section XVIII.
  - B. Each agency will promptly inform the other agencies of any changes in law, regulation or policy that could affect this MOU.
  - C. Representatives from the agencies will meet as needed to coordinate activities, resolve issues or mutual concerns, exchange information on policies and procedures, and address any other matters of mutual concern that affect the implementation of this MOU.
  - D. Each agency will provide the other agencies a list of general personnel contacts associated with the Grassy Mountain Mine project. Points of contact lists shall be updated at least annually.
  - E. The agencies will coordinate and exchange relevant information and correspondence relating to inspections, Plans, RecPlans, and RCEs for projects affecting the agencies. When the BLM receives a new or amended Plan covered by this MOU, they will verify that a duplicate copy was also provided to DOGAMI. DOGAMI will allow submittal of duplicate copies in electronic format.
  - F. To the extent possible, in order to streamline the NEPA process and reduce potential for permitting delays, the agencies will make every effort to coordinate with each other and the Operator prior to the formal submittal of a new Plan/CPA or major modification to an existing Plan/CPA. This will allow the agencies to provide input into the conceptual design of the Plan/CPA and coordinate baseline information needs before the Plan/CPA is submitted for agency review.
  - G. The agencies will coordinate and exchange relevant information and correspondence relating to Plans of Operations, Reclamation Plans or other relevant documents approved by permitting agencies.
  - H. The agencies will coordinate and exchange non-confidential information relating to Noncompliance Orders (43 C.F.R. § 3809.601), Notices of Noncompliance (43 C.F.R. § 3715), Notices of Violation, Compliance Orders and written warnings of intent to impose a civil penalty under OAR 632-037-0150.
  - I. The agencies will coordinate and exchange relevant information and correspondence relating to a change of operator, Plan/CP transfer, and related Reclamation Bond release or reduction. See Section VI for reclamation bond administration.

- VIII. **LONG-TERM FUNDING MECHANISM (LTFM) COST ESTIMATE/ ADMINISTRATION.** A LTFM is not currently anticipated for the Grassy Mountain Mine Project, however if both agencies identify a need for a LTFM, the agencies would amend the MOU to coordinate if and how the LTFM would be administered, including but not limited to determining a LTFM cost estimate, the funding amount (present value) required for a LTFM, administering a LTFM, obtaining performance under a LTFM, and performing long-term site management of the project using a LTFM in accordance with DOGAMI's regulations ORS 517.987(7) and BLM's regulations 43 C.F.R. § 3809.552(c).
- IX. **LIMITATIONS.** This MOU is not intended to waive or otherwise limit any Federal or State laws, rules, or regulations, or any other requirements or duties under such laws and regulations. This MOU is not intended to give an agency additional authority beyond the agency's current legal authorities.
- X. **DISPUTE RESOLUTION.** In the event the agencies reach an impasse in resolving an issue addressed in this MOU, two levels of resolution will be established under this MOU. The first level will involve the Field/District Manager for the BLM and the Program Manager for Mineral Land Regulation and Reclamation. If resolution cannot be reached at this level, the next level will involve the State Director for the BLM and the Executive Director of DOGAMI.
- XI. **EFFECTIVE DATE AND PERIOD of AGREEMENT.** This MOU shall become effective upon signature by the Executive Director of DOGAMI and the Oregon/Washington State Director for the BLM, and will remain in full force, for the life of the project, estimated thirty (30) years unless formally Amended (Section XIV) or terminated (Section XV). The agencies should review the MOU within their offices at least every five (5) years to determine the adequacy, effectiveness, and continuing need. The agencies agree to implement the terms and conditions of this MOU as of the date of the last signature below.
- XII. **NOTICES.** Any communications affecting the operations covered by this agreement given by the BLM or DOGAMI is sufficient only if in writing and delivered in person, mailed, transmitted electronically by e-mail or fax. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- XIII. **ENDORSEMENT.** Either of the parties' contributions made under this MOU do not by direct reference or implication convey endorsement of other parties' products or activities.
- XIV. **AMENDMENT.** Either of the agencies, after sixty (60) days written notice to the other agencies, may terminate this MOU, in whole or in part, at any time before the date of



expiration. In the event this MOU is terminated, each agency agrees to maintain any existing bond(s) to the extent consistent with applicable law until such time as an agreement can be reached between the Operator, DOGAMI, and the BLM as to the disposition of such bond(s).

XV. **TERMINATION.** Either of the agencies, after sixty (60) days written notice to the other agencies, may terminate this MOU, in whole or in part, at any time before the date of expiration. In the event this MOU is terminated, each agency agrees to maintain any existing bond(s) to the extent consistent with applicable law until such time as an agreement can be reached between the Operator, DOGAMI, and the BLM as to the disposition of such bond(s).

XVI. **NON-FUND OBLIGATION DOCUMENT.** This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds among the agencies to this MOU will be handled in accordance with applicable laws, regulations and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements, such as a cooperative agreement, that shall be made in writing by representatives of the agencies and shall be independently authorized according to appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements, including for competition.

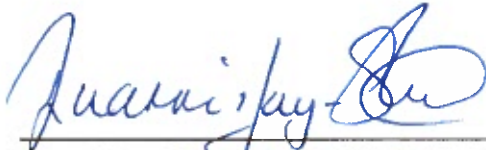
XVII. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value. Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to agency availability of appropriated funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets such criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any agency's obligations will be subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

- XVIII. FREEDOM OF INFORMATION ACT (FOIA) AND OREGON PUBLIC RECORDS ACT. Public access to MOU or agreement records must not be limited, except when such records must be kept confidential as a matter of law and/or are exempt from disclosure pursuant to the Freedom of Information Act (FOIA) (5 U.S.C. §§ 552, et seq.) and Oregon Public Records Law (ORS 192.311-.431). This MOU will be implemented in full compliance with the Privacy Act of 1974, the Freedom of Information Act (FOIA), the Federal Records Act, and any other applicable federal laws. Exchange of information to one another pursuant to this MOU is not considered a public disclosure under the FOIA, 5 U.S.C. § 552.
- XIX. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the BLM or DOGAMI from participating in similar activities with other public or private agencies, organizations, and individuals.
- XX. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

AGENCY	PHONE
Oregon Department of Mineral Industries and Geology – Executive Director / State Geologist Ruarri Day-Stirrat Ph.D. P.G. R.G. – <u><a href="mailto:Ruarri.Day-Stirrat@dogami.oregon.gov">Ruarri.Day-Stirrat@dogami.oregon.gov</a></u> 800 NE Oregon Street, Suite 965 Portland, Oregon 97232	(971) 610-8968
Oregon Department of Mineral Industries and Geology – Mineral Lands Regulation & Reclamation Program Manager Sarah L. Lewis, R.G. <u><a href="mailto:Sarah.LEWIS@dogami.oregon.gov">Sarah.LEWIS@dogami.oregon.gov</a></u> 229 Broadalbin Street SW Albany, Oregon 97321	(541) 967-2053
Bureau of Land Management, Vale District, District Manager Shane DeForest <u><a href="mailto:sdefores@blm.gov">sdefores@blm.gov</a></u> 100 Oregon Street Vale, OR 97918	(541) 473-6203
Bureau of Land Management, Vale District, Malheur Field Manager Jonah Blustain <u><a href="mailto:jblustain@blm.gov">jblustain@blm.gov</a></u> 100 Oregon Street Vale, OR 97918	(541) 473-6277

AGENCY	PHONE
Bureau of Land Management, Vale District, Malheur Geologist 100 Oregon Street Vale, OR 97918	
Bureau of Land Management, Oregon/Washington State Office, State Geologist Greta Krost, RG <a href="mailto:gkrost@blm.gov">gkrost@blm.gov</a> 1300 Airport Lane North Bend, OR 97459	(541) 751-4358

XXI. AUTHORIZED REPRESENTATIVES. By signature on the following page, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



Ruari Day-Stirrat, Ph.D. P.G. R.G.  
Executive Director/State Geologist  
State of Oregon  
Department of Geology and Mineral Industries

4/18/2024

Date



Shane DeForest  
District Manager, Vale District  
Bureau of Land Management

4-22-24

Date