APPENDIX F

Easement Agreements and Deeds

Icicle Irrig. Exchange (Trippe Lakes)

DIRECTORS
LYMAN B. BARDIN
RONALD K. PFLUGRATH
KENT A. CHRISTENSEN

MONROE MASHBURN, SECRETARY-MANAGER
JANET ROGERS, DEPUTY SECRETARY

WENATCHEE, WA.

ICICLE IRRIGATION DISTRICT

CHELAN COUNTY
308 SOUTH DIVISION STREET – 509/782-2561
CASHMERE, WASHINGTON 98815

FEB 2 1987

SUP		DEP	
AO		LMP	
AS		ELM	ACT
BUD		LDS	
FISC		~~LMIN~~	~~GOL~~
I&E		FIRE	
IP		REC	
PER		ARCH	
DR		RWWS	
TC		TBR	
RDS		FSL	

DIST. DISPOSITION

January 29, 1987

Wenatchee National Forest
Donald H. Smith, Forest Supervisor
Post Office 811
Wenatchee, Washington 98801

RE: Decision Notice of Categorical Exclusion Leavenworth Ranger District
Wenatchee National Forest Enchantment Core Management
Wenatchee World, Friday, January 16, 1987

Dear Mr. Smith:

This letter is being written to inform you that the Icicle Irrigation District and the Peshastin Irrigation District have entered into a land exchange agreement with the Forest Service, Department of Agriculture relative to Colchuck Lake, Eight Mile Lake and Klonaqua Lake and the Snow Lakes Trailhead. Within this agreement, the Forest Service acknowledges that there is reserved to the Districts a nonexclusive, perpetual easement across, through, along and upon the property for the purpose of maintenance, repair, operation, modification, upgrading and replacement of all facilities presently located in and upon the property, together with a nonexclusive right of ingress to and egress from all such facilities for all such purposes.

The Districts may exercise the rights hereunder by any means reasonable for the purposes described, including but not limited to the use of motorized transportation and equipment. These rights include the right to regulate water level to all facilities located upon the property. In performing maintenance, repair operation, modification, upgrading and replacement of facilities located in or upon the property, the District will not without the prior written consent of the Forest Service, which consent shall not be unreasonably be withheld, materially increase the size or scope of the facilities.

The easements reserved by the District and granted by the United States of America, Forest Service, herein shall be perpetual unless the Districts, their assigns or heirs, abandon such faciliteis for a period of five successive years. The United States of America, Forest Service, acknowledges that the interests in real property, improvements to real property and water rights are used by the Districts on an "as-needed" basis to supplement the water supply of the Districts. No abandonment shall be deemed to take place unless the Districts have ceased to use the interest in real property, the water rights and the improvements to real property on an "as-needed" basis, for five successive years.

The United States shall charge no fee for the exercise of the rights reserved or granted hereunder, nor shall it require any further permission for the Districts to exercise the rights granted or reserved herein.

Because the Districts reserve the aforementioned rights, it is this writer's hopes that mandatory permits with a limited number issued and the fee charge on reservation permits will not pertain to the Icicle or Peshastin Irrigation Districts. During the period after May 1 of each year and running through November 31 of each year, the Districts need to make random inspections of the facilities for the purpose of water regulation, water storage and facility maintenance. Some of these trips are on the spur of the moment due to numerous circumstances and the thought of having to obtain a mandatory permit or not being able to enter the area at all on a particular day, would pose a hardship on the Districts' overall function of delivering irrigation water in an efficient manner. It is the desire of the Districts that some acknowledgement of exemption from the practice of mandatory permits on a first-come, first-serve basis and the fee charge on reservation permits, be made by the United States Forest Service for the Districts.

The Districts would appreciate a response to the above concerns at your earliest convenience.

Sincerely,

ICICLE IRRIGATION DISTRICT
PESHASTIN IRRIGATION DISTRICT

Monroe Mashburn Secretary/Manager

Monroe Mashburn, Secretary/Manager

C.C. Leavenworth Ranger Station
Attention: Steve Morton
600 Sherbourne
Leavenworth, Washington 98826

MM/jr

RIGHTS PREVIOUSLY CONVEYED OR PERMITTED BY THE UNITED STATES

1. Existing Contracts/Agreements/Memorandums of Understanding - NONE

2. Existing public roads - NONE.

3. Special Use Permits -

   a. SU Permit dated 3/21/32 for a right of way for a power transmission line granted to Puget Sound Power and Light Company (now Chelan County P.U.D.), over and across the SW1/4SW1/4 sec. 15, T.24N., R.18E., W.M.

   b. SU Permit dated 6/30/23 for a right of way for an irrigation canal, flume and tunnel granted to Icicle Irrigation District over and across the E1/2SE1/4 sec. 28, and lots 2 to 4 inclusive, sec. 26, T. 24 N., R. 17 E., W.M.

   c. SU Permit dated 9/14/12 for a right of way for a water pipeline granted to the City of Leavenworth over and across the SE1/4 sec. 28, T. 24 N., R. 17 E., W.M.

4. Grazing Permits - NONE.

5. Mining Claims - NONE.

6. Oil & Gas Leases - NONE.

7. Cost-Share Agreement Areas - NONE.

8. Power Site Classification Withdrawal - #224 dated 5/13/29 - (Affects lots 3 & 4, sec. 26, and SE1/4 sec. 28, T. 24 N., R. 17 E., W.M.) Will be revoked before documents are conveyed to Icicle Irrigation District.

9. Other Outstanding Rights:

   a. Certificate of Water Rights in Icicle Creek and Snow Creek, a tributary to Icicle Creek, for 83.33 second feet issued to Icicle Irrigation District on 9/18/34, and recorded in Volume F, Page 2 of Water Right Certificates at Olympia, Washington. Intakes are located in SW1/4SW1/4 sec. 27 and NE1/4SE1/4 sec. 28, T. 24 N., R. 17 E., W.M.

   b. The interests, rights and privileges of both the United States of America and Joseph L. Hughes and the Pacific National Bank of Seattle, as set forth in that certain easement dated 10/17/67 and recorded in Volume 602, Page 451, Chelan County, Washington.

Certified & Prepared By: /s/ Dorylee M. Engle Date 6/27/89

Dorylee M. Engle, Land Law Examiner
Title Examiner for the Washington Forests

Icicle Irrigation District Land Exchange
Wenatchee #139 - OR 44205(W)

...tchee National Forest - Chelan County, Washington

T. 23 N., R. 19 E., W.M.
sec. 7, NE1/4SE1/4. 40.00 acres

WEEKS LAW STATUS - Acquired through donation from Chelan County #146, under the Clarke-McNary Act of June 7, 1924. Received Title Approval from the Office of General Counsel on 9/27/39. Surface rights use and management in U.S.A. Will be conveyed to Icicle Irrigation District by USDA Exchange Deed.

T. 24 N., R. 17 E., W.M.
sec. 26, lots 2 to 4 inclusive; 125.25 acres
sec. 28, SE1/4. 160.00 acres

RESERVED PUBLIC DOMAIN STATUS - Became NF System Lands by Proclamation dated 3/2/1907. Determination of surface rights under Serial No. OR 04264 on 5/7/1962 - use and management in U.S.A. Will be conveyed to Icicle Irrigation District by Patent.

Power Site Classification #224 - lots 3 & 4, sec. 26, and SE1/4 sec. 28.

T. 24 N., R. 18 E., W.M.

changed and sent District 11/22/89

sec. 15, W1/2W1/2SW1/4SW1/4, SE1/4SW1/4SW1/4SW1/4, and S1/2SE1/4SW1/4SW1/4. 17.50 acres

RESERVED PUBLIC DOMAIN STATUS - Acquired through land exchange from Peshastin Lumber & Box Company under General Exchange Act of 3/20/1922; Serial No. 018679, received Final Title Approval on 5/17/1941. Surface rights use and management in U.S.A. Will be conveyed to Icicle Irrigation District by Patent.

SUBJECT TO:

1. Easement for transmission and power lines to Puget Sound Power & Light Company dated 8/20/1930.

2. Rights of way of the Icicle Irrigation District for irrigation canals.

sec. 34, W1/2SE1/4. 80.00 acres

WEEKS LAW STATUS - Acquired through donation from Chelan County #D58, under the Clarke-McNary Act of June 7, 1924. Received Title Approval from the Office of General Counsel on 9/27/34. Surface rights use and management in U.S.A. Will be conveyed to Icicle Irrigation District by USDA Exchange Deed.

TERRENCE M. McCAULEY
LAW OFFICES
100 NORTH DIVISION STREET
POST OFFICE BOX 836
CASHMERE, WASHINGTON 98815

AREA CODE 509
782-1023

December 6, 1989

Ms. Dorylee M. Engle
Land Law Examiner
United States Department of Agriculture
Forest Service
1022 First Avenue
Seattle, WA 98104-1008

Dear Dorylee:

Re: Forest Service - Icicle Land Exchange

I will be unable to review the land exchange files and proceed for two weeks because of a Supreme Court brief which I am obligated to write and file in the very near future. I do enclose for you a revised easement termination agreement adding a signature line for the third director, Mr. Ralph Kimmerly.

To save time, you could have this original agreement signed by Mr. Jackson on behalf of the Department of Agriculture and you could return the signed original to me. I could then obtain the signatures of the directors and take care of recording that agreement at the appropriate time.

Please call if you have any questions.

Very truly yours,

Terrence M. McCauley

TMM:ljt
Enclosure
cc: Mr. Monroe Mashburn
icla9

EASEMENT TERMINATION AGREEMENT

This agreement, made and entered into on the date last shown below, by and between the ICICLE IRRIGATION DISTRICT, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "DISTRICT", and the UNITED STATES OF AMERICA acting by and through the U. S. Department of Agriculture, hereinafter referred to as "UNITED STATES",

WITNESSETH:

WHEREAS, DISTRICT and UNITED STATES have executed a certain land exchange agreement dated April 1, 1986 which is incorporated herein by this reference (hereinafter referred to as "Agreement" and,

WHEREAS, DISTRICT pursuant to the Agreement as conveyed by warranty deed certain real property in Chelan County, Washington to the UNITED STATES in which deed DISTRICT reserved certain easements and,

WHEREAS, DISTRICT and the UNITED STATES desire to set forth the terms and conditions on the basis of which the reserved easements shall terminate, now therefore,

In consideration of the agreement between DISTRICT and UNITED STATES and in consideration of the land exchange pursuant thereto and for valuable consideration, DISTRICT and the UNITED STATES agree as follows:

The easements reserved by DISTRICT in that certain warranty deed in which the DISTRICT conveyed certain real property in Chelan County, Washington to the UNITED STATES pursuant to the agreement shall be perpetual unless the DISTRICT, its successors and assigns, abandons DISTRICT facilities. NO ABANDONMENT for purposes of this agreement shall be deemed to have taken place unless the DISTRICT has ceased to use the interests in real property and easements, the water rights and the improvements to real property on an "as - needed" basis for five (5) consecutive years. In the event of such

TERRENCE M. McCAULEY
LAW OFFICES
100 NORTH DIVISION STREET
POST OFFICE BOX 836
CASHMERE, WASHINGTON 98815
509/782-1023

COPY

abandonment for five (5) consecutive years, the easements shall terminate.

Dated this _____ day of _____, 1989.

ICICLE IRRIGATION DISTRICT

By:

_____
LYMAN B. BARDIN - Director

_____
KENT CHRISTENSEN - Director

_____
RALPH F. KIMMERLY

Attest:

_____
MONROE MASHBURN - Secretary/Manager

THE UNITED STATES OF AMERICA

By:_____
Carlin B. Jackson
Director of Lands,
Pacific Northwest Region Forest Service
U.S. Department of Agriculture

TERRENCE M. McCAULEY
LAW OFFICES
100 NORTH DIVISION STREET
POST OFFICE BOX 836
CASHMERE, WASHINGTON 98815
509/782-1023

State of Washington)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that LYMAN B. BARDIN, KENT CHRISTENSEN, RALPH F. KIMMERLY and MONROE MASHBURN are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Directors and Secretary/Manager respectively of ICICLE IRRIGATION DISTRICT to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 1989.

_____
NOTARY PUBLIC for the State of Washington

My Appointment Expires _____

State of Washington)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that CARLIN B. JACKSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Lands, Pacific Northwest Region Forest Service, U.S. Department of Agriculture, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 1989.

_____
NOTARY PUBLIC for the State of Washington

My Appointment Expires _____

TERRENCE M. McCAULEY
LAW OFFICES
100 NORTH DIVISION STREET
POST OFFICE BOX 836
CASHMERE, WASHINGTON 98815
509 782-1023

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PIONEER TITLE COMPANY
'90 MAY 22 AM 10 51
BOOK 929 PAGE 496-97
KENNETH C. HOUGEN
CHELAN COUNTY AUDITOR
WENATCHEE, WASH.

OR 44205(W)
Wenatchee #139

EXCHANGE DEED

9005220028

Certified correct as to consideration, description and conditions. 5/7/90 Date

THIS DEED, made this 27th day of December, 1989, between the UNITED STATES OF AMERICA, Grantor, acting herein by and through the Forest Service, United States Department of Agriculture, and ICICLE IRRIGATION DISTRICT, a municipal corporation organized and existing under the laws of the State of Washington and fully authorized to do business in the State of Washington, Grantee.

WITNESSETH: That the Grantor, hereunto authorized by the Weeks Law Act approved March 1, 1911, (16 U.S.C. 516), the provisions of which have been complied with, for, and in consideration of the conveyance to it by the Grantee of lands in the County of Chelan, State of Washington, as stated in the deed to the United States, the receipt of which is hereby acknowledged, does hereby remise, release, quitclaim and convey unto the Grantee all its rights, title, and interest in and to the real property situated in the County of Chelan, State of Washington, described as follows:

T. 23 N., R. 19 E., W.M.
sec. 7, NE1/4SE1/4.

T. 24 N., R. 18 E., W.M.
sec. 34, W1/2SE1/4.

Containing 120 acres, more or less.

TO HAVE AND TO HOLD the above-described real property unto Icicle Irrigation District and its successors and assigns forever, together with all hereditaments and appurtenances thereunto belonging.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has executed this deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60 and 49 FR 34283, August 29, 1984, on the day and year first above written.

UNITED STATES OF AMERICA

By Carlin B. Jackson
CARLIN B. JACKSON
Director of Lands
Pacific Northwest Region
Forest Service
U.S. Department of Agriculture

REAL ESTATE EXCISE TAX
EXEMPT
Chelan County Treasurer
Robert H. May
By SE
Deputy

OR 44205(W)

ACKNOWLEDGMENT

State of OREGON)
) ss.
County of MULTNOMAH)

On this 27th day of December, 1989, before me a Notary Public within and for said State, personally appeared CARLIN B. JACKSON, Director of Lands, Pacific Northwest Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Theresa A. Bower
Notary Public for the State of Oregon
Residing at Portland Oregon
My Commission expires 8/3/91



BOOK 929 PAGE 497

Form 1860-9
(November 1984)

The United States of America

To all to whom these presents shall come, Greeting:

FEE
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FEE 9.00
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PIONEER TITLE COMPANY
'90 MAY 22 AM 10 50
BOOK 929 PAGE 493
KENNETH C. HOUSDEN
CHELAN COUNTY AUDITOR
BY [illegible] DEPUTY

'90 MAY 22 AM 10
KENNETH C. HOUSDEN
CHELAN COUNTY AUDITO
WENATCHEE, WASH.

OR 44205(W)

WHEREAS,

ICICLE IRRIGATION DISTRICT

being the owner of certain tracts of land situated and included within the limits of to the Wenatchee National Forest, Washington, has under provisions of the General Exchange Act of March 20, 1922, as amended (16 U.S.C. 485, 486); Alpine Lakes Area Management Act of July 12, 1976, (16 U.S.C. 1132); Federal Land Policy and Management Act of October 21, 1976, as amended (43 U.S.C. 1715, 1716, 1717); and the Weeks Law Act of March 1, 1911, as amended (16 U.S.C. 516), reconveyed and relinquished the said tracts to the United States of America and has, under provisions of the said Acts, selected in lieu thereof the following tracts of land:

9005220027

Willamette Meridian, Chelan County, Washington

T. 24 N., R. 17 E.,
sec. 26, lots 2, 3 and 4 inclusive;
sec. 28, SE1/4.

The area described contains 285.25 acres according to the official plats of the survey of the said land, on file in the Bureau of Land Management;

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA unto ICICLE IRRIGATION DISTRICT, the lands above described, together with all minerals; TO HAVE AND TO HOLD the said lands with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said ICICLE IRRIGATION DISTRICT, its successors and assigns, forever;

EXCEPTING AND RESERVING TO THE UNITED STATES from the lands so granted:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States (Act of August 30, 1890, 43 U.S.C. 945).

2. A right-of-way for all right, title and interest in the existing Icicle Creek Road No. 2451 over and across the E1/2SE1/4 of sec. 28, T. 24 N., R. 17 E., the easement being 80 feet in width, lying 40 feet on each side of the centerline. The centerline of the existing road is more particularly described as follows:

Beginning at a point on the east line of said sec. 28, from which point the southeast section corner bears south, 2,020 feet more or less; thence in a southwesterly direction to a point on the west line of the E1/2SE1/4 of said sec. 28, from which point the southeast section corner bears N. 46° W., 1,848 feet more or less.

IT IS AGREED that Icicle Irrigation District and assigns shall have the right to use the road for all proper and lawful purposes as provided for in 36 CFR 212.8(c) subject to compliance with traffic control regulations as provided in 36 CFR 212.7(a)(1) and (2). The exercise of the rights herein granted shall be subordinate to any easement on said road subsequently granted by the United States to a public road agency for operation as a public highway.

Provided, that if at any time the Regional Forester determines that the road or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such determination, the Regional Forester shall furnish to Icicle Irrigation District, its successors or assigns, a statement in recordable form evidencing termination.

3. The interests, rights and privileges of both the United States and Joseph L. Hughes and the Pacific National Bank of Seattle as set forth in that certain easement for Icicle Creek Road No. 2451, dated October 17, 1967, and recorded as Auditor's File No. 688811 in Volume 602, Page 451, Chelan County, Washington, records, which interests, rights and privileges together with the right to construct, reconstruct, and maintain the road over and across NW1/4SE1/4 and SW1/4SE1/4 sec. 28, T. 24 N., R. 17 E., W.M., are herein reserved, except the United States does not reserve in this patent, the title to any timber within the road easement, but only the right to cut and deck for use of the landowner such timber as may be necessary to accommodate the construction and maintenance of the road on the reserved right-of-way. This reservation is made subject to the following terms, provisions, and conditions:

Joseph L. Hughes and The Pacific National Bank of Seattle and its assigns shall have the right to use for all useful purposes the road described above, subject to traffic control regulations as provided in 36 CFR 212.7(a) (1) and (2) and the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.7(d).

Form 1860-10
(April 1988)

OR 44205(W)

Provided, that if at any time the Regional Forester determines that the road or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such determination, the Regional Forester shall furnish to Icicle Irrigation District, its successors or assigns, a statement in recordable form evidencing termination.

SUBJECT TO a Certificate of Water Rights in Icicle Creek and Snow Creek, a tributary to Icicle Creek, for 83.33 second feet issued to Icicle Irrigation District on September 18, 1934, and recorded in Volume F, page 2 of Water Right Certificates at Olympia, Washington. (Also affects intakes located in the NE1/4SE1/4, sec. 28, T. 24 N., R. 17 E., W.M.)

[SEAL]

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Portland, Oregon
the Twentyseventh day of April
in the year of our Lord one thousand nine hundred and
Ninety and of the Independence of the
United States the two hundred and fourteenth

By Robert E. Mallohan
Chief, Branch of Lands and
Minerals Operations

Patent Number 46-90-0006

BOOK 929 PAGE 495

FEE 9.00
FILED FOR RECORD
PIONEER TITLE COMPANY
'90 MAY 9 AM 10 21
BOOK 928 PAGE 612-14
KENNETH C. HOUSDEN
CHELAN COUNTY AUDITOR
WENATCHEE, WASH.

9005090031

EASEMENT TERMINATION AGREEMENT

This agreement, made and entered into on the date last shown below, by and between the ICICLE IRRIGATION DISTRICT, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "DISTRICT", and the UNITED STATES OF AMERICA acting by and through the U. S. Department of Agriculture, hereinafter referred to as "UNITED STATES",

WITNESSETH:

WHEREAS, DISTRICT and UNITED STATES have executed a certain land exchange agreement dated April 1, 1986 which is incorporated herein by this reference (hereinafter referred to as "Agreement" and,

WHEREAS, DISTRICT pursuant to the Agreement as conveyed by warranty deed certain real property in Chelan County, Washington to the UNITED STATES in which deed DISTRICT reserved certain easements and,

WHEREAS, DISTRICT and the UNITED STATES desire to set forth the terms and conditions on the basis of which the reserved easements shall terminate, now therefore,

In consideration of the agreement between DISTRICT and UNITED STATES and in consideration of the land exchange pursuant thereto and for valuable consideration, DISTRICT and the UNITED STATES agree as follows:

The easements reserved by DISTRICT in that certain warranty deed in which the DISTRICT conveyed certain real property in Chelan County, Washington to the UNITED STATES pursuant to the agreement shall be perpetual unless the DISTRICT, its successors and assigns, abandons DISTRICT facilities. NO ABANDONMENT for purposes of this agreement shall be deemed to have taken place unless the DISTRICT has ceased to use the interests in real property and easements, the water rights and the improvements to real property on an "as - needed" basis for five (5) consecutive years. In the event of such

TERRENCE M. McCAULEY
LAW OFFICES
100 NORTH DIVISION STREET
POST OFFICE BOX 836
CASHMERE, WASHINGTON 98815
509-782-1023

State of Washington)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that LYMAN B. BARDIN, KENT CHRISTENSEN, RALPH F. KIMMERLY and MONROE MASHBURN are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Directors and Secretary/Manager respectively of ICICLE IRRIGATION DISTRICT to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 3d day of April, 1990.

Teresa M. McCauley
NOTARY PUBLIC for the State of Washington

My Appointment Expires May 1, 1991

State of ~~Washington~~ Oregon)
) ss.
County of Multnomah)

I certify that I know or have satisfactory evidence that CARLIN B. JACKSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Lands, Pacific Northwest Region Forest Service, U.S. Department of Agriculture, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 27th day of December, 1989.

Theresa A. Bowar
NOTARY PUBLIC for the State of ~~Washington~~ Oregon

My Appointment Expires 8/3/91

BOOK 928 PAGE 614

TERRENCE M. McCAULEY
LAW OFFICES
100 NORTH DIVISION STREET
POST OFFICE BOX 836
CASHMERE, WASHINGTON 98815
509 782 1023

abandonment for five (5) consecutive years, the easements shall terminate.

Dated this 3rd day of April, 1990.

ICICLE IRRIGATION DISTRICT

By:

LYMAN B. BARDIN - Director

KENT CHRISTENSEN - Director

RALPH F. KIMMERLY - Director

Attest:

MONROE MASHBURN - Secretary/Manager

THE UNITED STATES OF AMERICA

By: Carlin B. Jackson
Carlin B. Jackson
Director of Lands,
Pacific Northwest Region Forest Service
U.S. Department of Agriculture

BOOK 928 PAGE 613

TERRENCE M. McCAULEY
LAW OFFICES
100 NORTH DIVISION STREET
POST OFFICE BOX 836
CASHMERE, WASHINGTON 98815
509-782 1023

Form 1860-9
(November 1984)

The United States of America

To all to whom these presents shall come, Greeting:

FEE
FILED FOR RECORD
'90 MAY 22 AM 10
KENNETH C. HOUSDEN
CHELAN COUNTY AUDITOR
CHELAN, WASH.

FEE 9.00
FILED FOR RECORD
PIONEER TITLE COMPANY
'90 MAY 22 AM 10 $0
Patent
BOOK 929 PAGE 493
KENNETH C. HOUSDEN
CHELAN COUNTY AUDITOR

OR 44205(W)

WHEREAS,

ICICLE IRRIGATION DISTRICT

being the owner of certain tracts of land situated and included within the limits of to the Wenatchee National Forest, Washington, has under provisions of the General Exchange Act of March 20, 1922, as amended (16 U.S.C. 485, 486); Alpine Lakes Area Management Act of July 12, 1976, (16 U.S.C. 1132); Federal Land Policy and Management Act of October 21, 1976, as amended (43 U.S.C. 1715, 1716, 1717); and the Weeks Law Act of March 1, 1911, as amended (16 U.S.C. 516), reconveyed and relinquished the said tracts to the United States of America and has, under provisions of the said Acts, selected in lieu thereof the following tracts of land:

9005220027

Willamette Meridian, Chelan County, Washington

T. 24 N., R. 17 E.,
sec. 26, lots 2, 3 and 4 inclusive;
sec. 28, SE1/4.

The area described contains 285.25 acres according to the official plats of the survey of the said land, on file in the Bureau of Land Management;

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA unto ICICLE IRRIGATION DISTRICT, the lands above described, together with all minerals; TO HAVE AND TO HOLD the said lands with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said ICICLE IRRIGATION DISTRICT, its successors and assigns, forever;

EXCEPTING AND RESERVING TO THE UNITED STATES from the lands so granted:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States (Act of August 30, 1890, 43 U.S.C. 945).

2. A right-of-way for all right, title and interest in the existing Icicle Creek Road No. 2451 over and across the E1/2SE1/4 of sec. 28, T. 24 N., R. 17 E., the easement being 80 feet in width, lying 40 feet on each side of the centerline. The centerline of the existing road is more particularly described as follows:

Beginning at a point on the east line of said sec. 28, from which point the southeast section corner bears south, 2,020 feet more or less; thence in a southwesterly direction to a point on the west line of the E1/2SE1/4 of said sec. 28, from which point the southeast section corner bears N. 46° W., 1,848 feet more or less.

IT IS AGREED that Icicle Irrigation District and assigns shall have the right to use the road for all proper and lawful purposes as provided for in 36 CFR 212.8(c) subject to compliance with traffic control regulations as provided in 36 CFR 212.7(a)(1) and (2). The exercise of the rights herein granted shall be subordinate to any easement on said road subsequently granted by the United States to a public road agency for operation as a public highway.

Provided, that if at any time the Regional Forester determines that the road or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such determination, the Regional Forester shall furnish to Icicle Irrigation District, its successors or assigns, a statement in recordable form evidencing termination.

3. The interests, rights and privileges of both the United States and Joseph L. Hughes and the Pacific National Bank of Seattle as set forth in that certain easement for Icicle Creek Road No. 2451, dated October 17, 1967, and recorded as Auditor's File No. 688811 in Volume 602, Page 451, Chelan County, Washington, records, which interests, rights and privileges together with the right to construct, reconstruct, and maintain the road over and across NW1/4SE1/4 and SW1/4SE1/4 sec. 28, T. 24 N., R. 17 E., W.M., are herein reserved, except the United States does not reserve in this patent, the title to any timber within the road easement, but only the right to cut and deck for use of the landowner such timber as may be necessary to accommodate the construction and maintenance of the road on the reserved right-of-way. This reservation is made subject to the following terms, provisions, and conditions:

Joseph L. Hughes and The Pacific National Bank of Seattle and its assigns shall have the right to use for all useful purposes the road described above, subject to traffic control regulations as provided in 36 CFR 212.7(a) (1) and (2) and the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.7(d).

Patent Number 46-90-0006

Form 1860-10
(April 1988)

OR 44205(W)

Provided, that if at any time the Regional Forester determines that the road or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such determination, the Regional Forester shall furnish to Icicle Irrigation District, its successors or assigns, a statement in recordable form evidencing termination.

SUBJECT TO a Certificate of Water Rights in Icicle Creek and Snow Creek, a tributary to Icicle Creek, for 83.33 second feet issued to Icicle Irrigation District on September 18, 1934, and recorded in Volume F, page 2 of Water Right Certificates at Olympia, Washington. (Also affects intakes located in the NE1/4SE1/4, sec. 28, T. 24 N., R. 17 E., W.M.)

[SEAL]

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Portland, Oregon
the Twentyseventh day of April
in the year of our Lord one thousand nine hundred and
Ninety and of the Independence of the
United States the two hundred and fourteenth

By Robert E. Mallohan
Chief, Branch of Lands and
Minerals Operations

Patent Number 46-90-0006

BOOK 929 PAGE 495

FEE 8.00
FILED FOR RECORD
PIONEER TITLE COMPANY
'90 MAY 22 AM 10 51
BOOK 929 PAGE 496-97
KENNETH C. HOUSDEN
CHELAN COUNTY AUDITOR
WENATCHEE, WASH.

OR 44205(W)
Wenatchee #139

EXCHANGE DEED

9005220028

Certified correct as to consideration, description and conditions: 5/17/90 $10.00.00

THIS DEED, made this 27th day of December, 1989, between the UNITED STATES OF AMERICA, Grantor, acting herein by and through the Forest Service, United States Department of Agriculture, and ICICLE IRRIGATION DISTRICT, a municipal corporation organized and existing under the laws of the State of Washington and fully authorized to do business in the State of Washington, Grantee.

WITNESSETH: That the Grantor, hereunto authorized by the Weeks Law Act approved March 1, 1911, (16 U.S.C. 516), the provisions of which have been complied with, for, and in consideration of the conveyance to it by the Grantee of lands in the County of Chelan, State of Washington, as stated in the deed to the United States, the receipt of which is hereby acknowledged, does hereby remise, release, quitclaim and convey unto the Grantee all its rights, title, and interest in and to the real property situated in the County of Chelan, State of Washington, described as follows:

T. 23 N., R. 19 E., W.M.
sec. 7, NE1/4SE1/4.

T. 24 N., R. 18 E., W.M.
sec. 34, W1/2SE1/4.

Containing 120 acres, more or less.

TO HAVE AND TO HOLD the above-described real property unto Icicle Irrigation District and its successors and assigns forever, together with all hereditaments and appurtenances thereunto belonging.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has executed this deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60 and 49 FR 34283, August 29, 1984, on the day and year first above written.

UNITED STATES OF AMERICA

By Carlin B. Jackson
CARLIN B. JACKSON
Director of Lands
Pacific Northwest Region
Forest Service
U.S. Department of Agriculture

REAL ESTATE EXCISE TAX
EXEMPT
Chelan County Treasurer
Robert H. May
By SE
Deputy

OR 44205(W)

ACKNOWLEDGMENT

State of OREGON)
) ss.
County of MULTNOMAH)

On this 27th day of December, 1989, before me a Notary Public within and for said State, personally appeared CARLIN B. JACKSON, Director of Lands, Pacific Northwest Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Theresa A. Bower
Notary Public for the State of Oregon
Residing at Portland Oregon
My Commission expires 8/3/91

OR 44205 (W)
Wenatchee #139

6.1267
REAL ESTATE EXCISE TAX
EXEMPT
Chelan County Treasurer
Robert H. May
By _____ Deputy

SPECIAL WARRANTY DEED

9005170061

ICICLE IRRIGATION DISTRICT, a municipal corporation organized and existing under the laws of the State of Washington and fully authorized to do business in the State of Washington, hereinafter called Grantor, for and in consideration of National Forest System land under the provisions of the General Exchange Act of March 20, 1922 (42 Stat. 465, as amended; 16 U.S.C. 485, 486); the Alpine Lakes Area Management Act of July 12, 1976 (90 Stat. 906; 16 U.S.C. 1132), the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2755; 43 U.S.C. 1715, 1716, 1717); and the Weeks Law Act of March 1, 1911 (36 Stat., 961, as amended; 16 U.S.C. 516), which is of equal value to the land herein conveyed, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms to the UNITED STATES OF AMERICA, Grantee, and its assigns, all interest in the following described real property, including minerals, in the County of Chelan, State of Washington, except for those encumbrances specifically set forth:

Willamette Meridian, Chelan County, Washington

T. 23 N., R. 16 E.,
sec. 5, lots 1 and 2;
sec. 15, lots 1 and 2.

T. 24 N., R. 14 E.,
sec. 3, lots 17 thru 25, inclusive.

T. 24 N., R. 16 E.,
sec. 33, lot 1.

T. 24 N., R. 17 E.,
sec. 27, Part of the NW1/4SW1/4 described as follows:
BEGINNING at an aluminum monument, set on the southerly edge of the Icicle River Road right-of-way as recorded under Auditor's No. 692951 and 617768, and common with point "A" as described in the City of Leavenworth deed, recorded under Auditor's No. 698355, from said POINT OF BEGINNING the west 1/4 corner of said section 27 bears N. 37° 18' 55" W., 718.59 feet.
THENCE S. 54° 01' 45" E., 292.95 feet along line A-E of said City of Leavenworth property to a rebar with aluminum cap;
THENCE S. 29° 00' 59" E., 108.50 feet to an "X" on a boulder 2 feet x 4 feet x 3 feet lying on the north bank of the Icicle River;
THENCE S. 16° 26' 32" W., 40.00 feet to the center of the Icicle River;
THENCE N. 73° 33' 28" W., 400.00 feet along the north bank of the Icicle River;

FEE 13.00
FILED FOR RECORD
PIONEER TITLE COMPANY
90 MAY 17 PM 2 55
Deed
BOOK 929 PAGE 085-91
KENNETH C. HOUSDEN
CHELAN COUNTY AUDITOR
WENATCHEE, WASH.

THENCE N. 16° 26' 32" E., 40.00 feet to a rebar with aluminum cap located on the north bank of said Icicle River;
THENCE N. 28° 07' 10" W., 199.96 feet to a rebar with aluminum cap located on the southerly edge of said Icicle River Road right-of-way;
THENCE S. 82° 28' 37" E., 137.81 feet along the southerly edge of said right-of-way;
THENCE along the southerly edge of said right-of-way following a curve to the left having a radius length of 613.00 feet along an arc length of 51.77 feet to the POINT OF BEGINNING, as shown in that certain record of survey recorded on January 11, 1983, as Auditor's File No. 8301120006 in Book 14 of Surveys, at Page 80.

Containing 362.83 acres, more or less.

EXCEPTING AND RESERVING to the Grantor, its successors and assigns, a nonexclusive, perpetual easement across, through, along and upon the property described herein for the purposes of maintenance, repair, operation, modification, upgrading and replacement of all facilities presently located in or upon the property described herein, together with a nonexclusive right of ingress to and egress from all such facilities for all such purposes, in accordance with the Rules and Regulations of the Secretary of Agriculture, 36 CFR 251.17 and 251.18, attached hereto and made a part hereof, in such manner as not unreasonably to interfere with its use by the United States, its authorized users or assigns, or cause substantial injury thereto.

The Grantor may exercise the rights hereunder by any means reasonable for the purposes described, including but not limited to the use of motorized transportation and equipment, or aircraft. These rights include the right to regulate water level of all facilities located upon the property described herein. In performing maintenance, repair, operation, modification, upgrading and replacement of facilities located in or upon the property described herein, the Grantor will not without the prior written consent of the Forest Service, which consent shall not unreasonably be withheld, materially increase the size or scope of the facilities.

The United States of America shall charge no fee for the exercise of the rights reserved or granted hereunder, nor shall it require any further permission for the Grantor to exercise the rights granted or reserved herein.

Said easements shall be perpetual unless the Grantor, its successors and assigns, abandons such facilities. The United States of America acknowledges that the interests in real property, improvements to real property and water rights referred to in this Warranty Deed are used by the Grantor on an "as-needed" basis to supplement the water supply of the Grantor.

Termination of this easement will be according to terms and conditions set out in the "Easement Termination Agreement" dated December 27, 1989 and recorded on May 9, 1990, as Auditor's File No. 9005090031 in records of Chelan County, Washington. (Affects all parcels.)

OR 44205(W)

FURTHER EXCEPTING AND RESERVING to the Grantor, its successors and assigns, the right to overflow and inundate the bed and shore of Colchuck, Eight Mile and Klonaqua Lakes and further excepting and reserving to the Grantor all other water rights in favor of the Icicle Irrigation District, in accordance with the Rules and Regulations of the Secretary of Agriculture, 36 CFR 251.19, attached hereto and made a part hereof, including, but not limited to, the following:

1. Rights granted by Commissioners of Public Lands, under that certain Application No. 12855 dated October 26, 1927, and recorded April 14, 1928, in volume 172 of Deeds, page 131 in the records of Chelan County, Washington, as Auditor's File No. 165072. (Affects secs. 5 and 15, T.23 N., R.16 E.; sec. 3, T.24 N., R.14 E., and sec. 33, T.24 N., R.16 E., W.M.).

2. Water rights granted under Certificate of Water Right to use the waters of Klonaqua Lake for the purposes of irrigation under Appropriation Permit No. 827, entered of record in Volume 3, at Page 1227, on August 21, 1939.

3. Water rights granted under Certificate of Water Right to use the waters of Eight Mile Lake for the purposes of irrigation under Appropriation Permit No. 828, entered of record in Volume 3, at Page 1228, on August 21, 1939.

4. Water rights granted under Certificate of Water Right to use the waters of Colchuck Lake for the purposes of irrigation under Appropriation Permit No. 829, entered of record in Volume 3, at Page 1229, on August 21, 1939.

5. Water rights granted in Icicle Creek and Snow Creek, a tributary of Icicle Creek, as noted in that certain Certificate of Water Rights for 83.33 second feet issued to Icicle Irrigation District on September 18, 1934, and recorded in Volume F, Page 2 of Water Right Certificates at Olympia, Washington. (Also affects intakes located in the SW1/4SW1/4 sec. 27, T. 24 N., R. 17 E., W.M.)

SUBJECT TO:

1. Easements for water pipeline and use incidental thereto over and across the eastern portion of NW1/4SW1/4 sec. 27, T. 24 N., R. 17 E., W.M., granted to the City of Leavenworth, a municipal corporation. Recorded February 25, 1964, under Auditor's No. 617729 in volume 657, page 54, and March 19, 1970, under Auditor's No. 698355 in volume 697, page 603, Chelan County.

2. Shifting or change in the course of the ICICLE RIVER and rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Icicle River, if it is navigable. Affects NW1/4SW1/4 sec. 27, T. 24 N., R. 17 E., W.M.

OR 44205(W)

The acquiring agency is the Forest Service, U.S. Department of Agriculture.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, Grantor will forever warrant and defend the said described real estate.

Dated this 17th day of May, 1990.

ICICLE IRRIGATION DISTRICT

By Lyman B. Bardin
Lyman B. Bardin
President, Board of Directors

By Kent A. Christensen
Kent A. Christensen, Director

By Ralph F. Kimmerly
Ralph F. Kimmerly, Director

ATTEST:

By Monroe Mashburn
Monroe Mashburn
Title Secretary/Manager

ACKNOWLEDGMENT

STATE OF Washington)
)ss
County of)

On this 17th day of May, 1990, before me the undersigned, a Notary Public in and for said State, personally appeared Lyman B. Bardin, Kent Christensen, Ralph F. Kimmerly, and Monroe Mashburn, known to me to be the Directors and Secretary/Manager, respectively, of the ICICLE IRRIGATION DISTRICT, the municipal corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Terence M. McCall
Notary Public for the State of Washington
Residing at Leavenworth
My Commission Expires May 1, 1991

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

RULES AND REGULATIONS OF THE SECRETARY OF AGRICULTURE GOVERNING THE GRANTOR'S RIGHT TO OCCUPY AND USE LANDS CONVEYED TO THE UNITED STATES

Code of Federal Regulations - Title 36 - Chapter II - Section 251.17

Except as otherwise provided in paragraph (h) of this section, in conveyances of lands to the United States under authorized programs of the Forest Service, where owners reserve the right to occupy and use the land for the purposes of residence, agriculture, industry, or commerce, said reservations shall be subject to the following conditions, rules and regulations which shall be expressed in and made a part of the deed of conveyance to the United States and such reservations shall be exercised thereunder and in obedience thereto:

(a) Except when provided otherwise by statute, the reservation so created shall not be assigned, used, or occupied by anyone other than the grantor without the consent of the United States.

(b) All reasonable precautions shall be taken by the grantor and all persons acting for or claiming under him to prevent and suppress forest fires upon or threatening the premises or other adjacent lands of the United States, and any persons failing to comply with this requirement shall be responsible for any damages sustained by the United States by reason thereof.

(c) The premises shall not be used or permitted to be used without the written consent of the United States, for any purpose or purposes other than those specified in the instrument creating the reservation.

(d) The grantor and all persons acting for or claiming under him shall maintain the premises and all buildings and structures thereon in proper repair and sanitation and shall comply with the National Forest laws and regulations and the laws and lawful orders of the State in which the premises are located.

(e) Except when provided otherwise by statute, the reservation shall terminate (1) upon the expiration of the period named in the deed; (2) upon failure for a period of more than one calendar year to use and occupy the premises for the purposes named in the deed; (3) by use and occupancy for unlawful purposes or for purposes other than those specified in the deed; and (4) by voluntary written relinquishment by the owner.

(f) Upon the termination of the reservation the owners of personal property remaining on the premises shall remove same within a period of three months, and all such property not so removed shall become the property of the United States except that when such removal is prevented by conditions beyond the control of the owners the period shall be extended in writing by the Forest Service to allow a reasonable time for said removal, but in no event longer than one year.

(g) The said reservation shall be subject to rights-of-way for the use of the United States or its permittees, upon, across, or through the said land, as may hereafter be required for the erection, construction, maintenance, and operation of public utility systems over all or parts thereof, or for the construction and maintenance of any improvements necessary for the good administration and protection of the National Forests, and shall be subject to the right of officials or employees of the Forest Service to inspect the premises, or any part thereof, at all reasonable times and as often as deemed necessary in the performance of official duties in respect to the premises.

(h) The conditions, rules and regulations set forth in paragraphs (a) through (g) of this section shall not apply to reservations contained in conveyances of lands to the United States under the act of March 3, 1925, as amended (43 Stat. 1133, 64 Stat. 82; 16 U.S.C. 555).

All regulations heretofore issued by the Secretary of Agriculture to govern the exercise of occupancy and use rights reserved in conveyances of lands to the United States under authorized programs of the Forest Service shall continue to be effective in the cases to which they are applicable, but are hereby superseded as to occupancy and use rights hereafter reserved in conveyances under such programs.

(36 Stat. 961, as amended, 16 U.S.C. 513–518, 42 Stat. 465, as amended, 16 U.S.C. 485, 486, and 50 Stat. 525, as amended, 7 U.S.C. 1011, and 70 Stat. 1034, 7 U.S.C. 425a, 78 Stat. 890, 16 U.S.C. 1131–1136; 79 Stat. 843, 16 U.S.C. 460p—460p–5; 79 Stat. 1295, 16 U.S.C. 460q—460q–9; 80 Stat. 190, 16 U.S.C. 460r—460r–5; 82 Stat. 904, 16 U.S.C. 460v—460v–6; 82 Stat. 919, 16 U.S.C. 1241–1249 and 82 Stat. 906, 16 U.S.C. 1271–1287)

Done at Washington, D.C., this 30th day of December 1970.

T. K. COWDEN,
Assistant Secretary of Agriculture.

(F.R. Doc. 71-132; Filed, Jan. 5, 1971; 8:48 a.m.)

EXHIBIT 10J-1

BOOK 929 PAGE 089

United States Department of Agriculture
Forest Service

CONDITIONS, RULES AND REGULATIONS OF THE SECRETARY OF AGRICULTURE GOVERNING EXERCISE OF RIGHTS-OF-WAY RESERVED IN CONVEYANCES TO THE UNITED STATES OF AMERICA

Code of Federal Regulations - Title 36 - Chapter II - Section 251.18

This section governs the use, occupancy & operation of rights-of-way reserved by a grantor of lands to the U.S.

(a) Brush and refuse resulting from the exercise of the right-of-way reservation shall be disposed of to the satisfaction of the Forest Officer in in charge.

(b) Timber cut an destroyed in the exercise of the right-of-way reservation shall be paid for at the rates to be prescribed by the Forest Officer in charge, which rates shall be the usual stumpage prices charged in the locality in sales of National Forest timber of the same kind or species; for injury to timber, second growth, and reproduction, the amount of actual damage shall be ascertained by the Forest Supervisor according to the rules applicable in such cases.

(c) All improvements built or maintained upon the right-of-way shall be kept in an orderly, safe and sanitary condition. Failure to maintain such conditions shall be cause for the termination of the reservation after 30 days' notice in writing to the occupant or user that unsatisfactory conditions exist and that the Department intends to terminate all rights under the reservation unless such conditions are forthwith corrected to the satisfaction of the Regional Forester.

(d) Upon the abandonment of a reserved right-of-way, either by formal release, by termination, or by non-use for a period of 1 calendar year, all improvements thereon not the property of the United States shall be removed therefrom within 3 months from the date of the abandonment; otherwise, such improvements shall vest in and become the property of the United States.

(e) All reasonable precautions to prevent and suppress forest fires shall be taken by the grantor and all persons acting for or claiming under him; suitable crossings shall be constructed by grantor and/or said persons where the reserved right-of-way intersects existing roads and trails; borrow pits shall not be opened outside of the immediate graded section except under a special-use permit from the Forest Supervisor.

(f) Officers of the Forest Service shall have free ingress and egress on and over the reserved rights-of-way for all purposes necessary and incidental to the protection and administration of the National Forest.

(36 Stat. 962, as amended; 16 U.S.C. 518)

United States Department of Agriculture
Forest Service

CONDITIONS, RULES AND REGULATIONS OF THE SECRETARY OF AGRICULTURE GOVERNING EXERCISE OF WATER RIGHTS RESERVED BY THE GRANTOR OF LANDS CONVEYED TO THE UNITED STATES

Code of Federal Regulations - Title 36 - Chapter II - Section 251.10

This section governs the exercise of water and related rights reserved by the grantor of land conveyed to the United States under the provisions of the act of March 1, 1911 (36 Stat. 961).

(a) All reasonable precautions shall be taken by the grantor and all persons acting for or claiming under him to prevent and suppress forest fires upon or threatening the premises or other adjacent lands of the United States, and any person failing to comply with this requirement shall be responsible for any damages sustained by the United States by reason thereof.

(b) All slash and debris resulting from the cutting and removal of timber shall be disposed of as directed by the Forest Officer in charge.

(c) Flowage and reservoir areas shall be cleared of timber and debris, in a manner satisfactory to the Forest Supervisor, or in accordance with a special agreement approved by him. Timber cut and destroyed in the exercise of the reserved rights shall be paid for at rates to be prescribed by the Forest Officer in charge, which rate shall be the usual stumpage price charged in the locality.

(d) The water surface created shall be open to the Forest Service and its permittees when such use does not interfere with the original purpose of the development.

(e) The water surface shall be open to fishing by the public in accordance with State laws when such use does not interfere with the original purpose of the development.

(f) Plans for dams and supplemental structures, impounding or controlling more than 10 acre-feet of water or with a head in excess of 6 feet, shall be approved by the Regional Engineer of the Forest Service before construction shall begin.

(36 Stat. 962, as amended, 16 U.S.C. 518)

EXHIBIT 10J-5 (Rev. 7/26/88)

OR 44205 (W)
Wenatchee #139

64267
REAL ESTATE EXCISE TAX
EXEMPT
Chelan County Treasurer
Robert H. May
By _____ Deputy

SPECIAL WARRANTY DEED

9005170061

ICICLE IRRIGATION DISTRICT, a municipal corporation organized and existing under the laws of the State of Washington and fully authorized to do business in the State of Washington, hereinafter called Grantor, for and in consideration of National Forest System land under the provisions of the General Exchange Act of March 20, 1922 (42 Stat. 465, as amended; 16 U.S.C. 485, 486); the Alpine Lakes Area Management Act of July 12, 1976 (90 Stat. 906; 16 U.S.C. 1132), the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2755; 43 U.S.C. 1715, 1716, 1717); and the Weeks Law Act of March 1, 1911 (36 Stat., 961, as amended; 16 U.S.C. 516), which is of equal value to the land herein conveyed, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms to the UNITED STATES OF AMERICA, Grantee, and its assigns, all interest in the following described real property, including minerals, in the County of Chelan, State of Washington, except for those encumbrances specifically set forth:

Willamette Meridian, Chelan County, Washington

T. 23 N., R. 16 E.,
sec. 5, lots 1 and 2;
sec. 15, lots 1 and 2.

T. 24 N., R. 14 E.,
sec. 3, lots 17 thru 25, inclusive.

T. 24 N., R. 16 E.,
sec. 33, lot 1.

T. 24 N., R. 17 E.,
sec. 27, Part of the NW1/4SW1/4 described as follows:
BEGINNING at an aluminum monument, set on the southerly edge of the Icicle River Road right-of-way as recorded under Auditor's No. 692951 and 617768, and common with point "A" as described in the City of Leavenworth deed, recorded under Auditor's No. 698355, from said POINT OF BEGINNING the west 1/4 corner of said section 27 bears N. 37° 18' 55" W., 718.59 feet.
THENCE S. 54° 01' 45" E., 292.95 feet along line A-E of said City of Leavenworth property to a rebar with aluminum cap;
THENCE S. 29° 00' 59" E., 108.50 feet to an "X" on a boulder 2 feet x 4 feet x 3 feet lying on the north bank of the Icicle River;
THENCE S. 16° 26' 32" W., 40.00 feet to the center of the Icicle River;
THENCE N. 73° 33' 28" W., 400.00 feet along the north bank of the Icicle River;

FEE 13.00
FILED FOR RECORD
PIONEER TITLE COMPANY
90 MAY 17 PM 2 55
Deed
BOOK 929 PAGE 085-91
KENNETH C. HOUSDEN
CHELAN COUNTY AUDITOR
WENATCHEE, WASH.

THENCE N. 16° 26' 32" E., 40.00 feet to a rebar with aluminum cap located on the north bank of said Icicle River;
THENCE N. 28° 07' 10" W., 199.96 feet to a rebar with aluminum cap located on the southerly edge of said Icicle River Road right-of-way;
THENCE S. 82° 28' 37" E., 137.81 feet along the southerly edge of said right-of-way;
THENCE along the southerly edge of said right-of-way following a curve to the left having a radius length of 613.00 feet along an arc length of 51.77 feet to the POINT OF BEGINNING, as shown in that certain record of survey recorded on January 11, 1983, as Auditor's File No. 8301120006 in Book 14 of Surveys, at Page 80.

Containing 362.83 acres, more or less.

EXCEPTING AND RESERVING to the Grantor, its successors and assigns, a nonexclusive, perpetual easement across, through, along and upon the property described herein for the purposes of maintenance, repair, operation, modification, upgrading and replacement of all facilities presently located in or upon the property described herein, together with a nonexclusive right of ingress to and egress from all such facilities for all such purposes, in accordance with the Rules and Regulations of the Secretary of Agriculture, 36 CFR 251.17 and 251.18, attached hereto and made a part hereof, in such manner as not unreasonably to interfere with its use by the United States, its authorized users or assigns, or cause substantial injury thereto.

The Grantor may exercise the rights hereunder by any means reasonable for the purposes described, including but not limited to the use of motorized transportation and equipment, or aircraft. These rights include the right to regulate water level of all facilities located upon the property described herein. In performing maintenance, repair, operation, modification, upgrading and replacement of facilities located in or upon the property described herein, the Grantor will not without the prior written consent of the Forest Service, which consent shall not unreasonably be withheld, materially increase the size or scope of the facilities.

The United States of America shall charge no fee for the exercise of the rights reserved or granted hereunder, nor shall it require any further permission for the Grantor to exercise the rights granted or reserved herein.

Said easements shall be perpetual unless the Grantor, its successors and assigns, abandons such facilities. The United States of America acknowledges that the interests in real property, improvements to real property and water rights referred to in this Warranty Deed are used by the Grantor on an "as-needed" basis to supplement the water supply of the Grantor.

Termination of this easement will be according to terms and conditions set out in the "Easement Termination Agreement" dated December 27, 1989 and recorded on May 9, 1990, as Auditor's File No. 9005090031 in records of Chelan County, Washington. (Affects all parcels.)

FURTHER EXCEPTING AND RESERVING to the Grantor, its successors and assigns, the right to overflow and inundate the bed and shore of Colchuck, Eight Mile and Klonaqua Lakes and further excepting and reserving to the Grantor all other water rights in favor of the Icicle Irrigation District, in accordance with the Rules and Regulations of the Secretary of Agriculture, 36 CFR 251.19, attached hereto and made a part hereof, including, but not limited to, the following:

1. Rights granted by Commissioners of Public Lands, under that certain Application No. 12855 dated October 26, 1927, and recorded April 14, 1928, in volume 172 of Deeds, page 131 in the records of Chelan County, Washington, as Auditor's File No. 165072. (Affects secs. 5 and 15, T.23 N., R.16 E.; sec. 3, T.24 N., R.14 E., and sec. 33, T.24 N., R.16 E., W.M.).

2. Water rights granted under Certificate of Water Right to use the waters of Klonaqua Lake for the purposes of irrigation under Appropriation Permit No. 827, entered of record in Volume 3, at Page 1227, on August 21, 1939.

3. Water rights granted under Certificate of Water Right to use the waters of Eight Mile Lake for the purposes of irrigation under Appropriation Permit No. 828, entered of record in Volume 3, at Page 1228, on August 21, 1939.

4. Water rights granted under Certificate of Water Right to use the waters of Colchuck Lake for the purposes of irrigation under Appropriation Permit No. 829, entered of record in Volume 3, at Page 1229, on August 21, 1939.

5. Water rights granted in Icicle Creek and Snow Creek, a tributary of Icicle Creek, as noted in that certain Certificate of Water Rights for 83.33 second feet issued to Icicle Irrigation District on September 18, 1934, and recorded in Volume F, Page 2 of Water Right Certificates at Olympia, Washington. (Also affects intakes located in the SW1/4SW1/4 sec. 27, T. 24 N., R. 17 E., W.M.)

SUBJECT TO:

1. Easements for water pipeline and use incidental thereto over and across the eastern portion of NW1/4SW1/4 sec. 27, T. 24 N., R. 17 E., W.M., granted to the City of Leavenworth, a municipal corporation. Recorded February 25, 1964, under Auditor's No. 617729 in volume 657, page 54, and March 19, 1970, under Auditor's No. 698355 in volume 697, page 603, Chelan County.

2. Shifting or change in the course of the ICICLE RIVER and rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Icicle River, if it is navigable. Affects NW1/4SW1/4 sec. 27, T. 24 N., R. 17 E., W.M.

OR 44205(W)

The acquiring agency is the Forest Service, U.S. Department of Agriculture.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, Grantor will forever warrant and defend the said described real estate.

Dated this 17th day of May, 1990.

ICICLE IRRIGATION DISTRICT

By Lyman B. Bardin
Lyman B. Bardin
President, Board of Directors

By Kent A. Christensen
Kent A. Christensen, Director

By Ralph F. Kimmerly
Ralph F. Kimmerly, Director

ATTEST:

By Monroe Mashburn
Monroe Mashburn
Title Secretary/Manager

ACKNOWLEDGMENT

STATE OF Washington)
)ss
County of)

On this 17th day of May, 1990, before me the undersigned, a Notary Public in and for said State, personally appeared Lyman B. Bardin, Kent Christensen, Ralph F. Kimmerly, and Monroe Mashburn, known to me to be the Directors and Secretary/Manager, respectively, of the ICICLE IRRIGATION DISTRICT, the municipal corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Terence M. McCall
Notary Public for the State of Washington
Residing at Leavenworth
My Commission Expires May 1, 1991

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

RULES AND REGULATIONS OF THE SECRETARY OF AGRICULTURE GOVERNING THE GRANTOR'S RIGHT TO OCCUPY AND USE LANDS CONVEYED TO THE UNITED STATES

Code of Federal Regulations - Title 36 - Chapter II - Section 251.17

Except as otherwise provided in paragraph (h) of this section, in conveyances of lands to the United States under authorized programs of the Forest Service, where owners reserve the right to occupy and use the land for the purposes of residence, agriculture, industry, or commerce, said reservations shall be subject to the following conditions, rules and regulations which shall be expressed in and made a part of the deed of conveyance to the United States and such reservations shall be exercised thereunder and in obedience thereto:

(a) Except when provided otherwise by statute, the reservation so created shall not be assigned, used, or occupied by anyone other than the grantor without the consent of the United States.

(b) All reasonable precautions shall be taken by the grantor and all persons acting for or claiming under him to prevent and suppress forest fires upon or threatening the premises or other adjacent lands of the United States, and any persons failing to comply with this requirement shall be responsible for any damages sustained by the United States by reason thereof.

(c) The premises shall not be used or permitted to be used without the written consent of the United States, for any purpose or purposes other than those specified in the instrument creating the reservation.

(d) The grantor and all persons acting for or claiming under him shall maintain the premises and all buildings and structures thereon in proper repair and sanitation and shall comply with the National Forest laws and regulations and the laws and lawful orders of the State in which the premises are located.

(e) Except when provided otherwise by statute, the reservation shall terminate (1) upon the expiration of the period named in the deed; (2) upon failure for a period of more than one calendar year to use and occupy the premises for the purposes named in the deed; (3) by use and occupancy for unlawful purposes or for purposes other than those specified in the deed; and (4) by voluntary written relinquishment by the owner.

(f) Upon the termination of the reservation the owners of personal property remaining on the premises shall remove same within a period of three months, and all such property not so removed shall become the property of the United States except that when such removal is prevented by conditions beyond the control of the owners the period shall be extended in writing by the Forest Service to allow a reasonable time for said removal, but in no event longer than one year.

(g) The said reservation shall be subject to rights-of-way for the use of the United States or its permittees, upon, across, or through the said land, as may hereafter be required for the erection, construction, maintenance, and operation of public utility systems over all or parts thereof, or for the construction and maintenance of any improvements necessary for the good administration and protection of the National Forests, and shall be subject to the right of officials or employees of the Forest Service to inspect the premises, or any part thereof, at all reasonable times and as often as deemed necessary in the performance of official duties in respect to the premises.

(h) The conditions, rules and regulations set forth in paragraphs (a) through (g) of this section shall not apply to reservations contained in conveyances of lands to the United States under the act of March 3, 1925, as amended (43 Stat. 1133, 64 Stat. 82; 16 U.S.C. 555).

All regulations heretofore issued by the Secretary of Agriculture to govern the exercise of occupancy and use rights reserved in conveyances of lands to the United States under authorized programs of the Forest Service shall continue to be effective in the cases to which they are applicable, but are hereby superseded as to occupancy and use rights hereafter reserved in conveyances under such programs.

(36 Stat. 961, as amended, 16 U.S.C. 513–518, 42 Stat. 465, as amended, 16 U.S.C. 485, 486, and 50 Stat. 525, as amended, 7 U.S.C. 1011, and 70 Stat. 1034, 7 U.S.C. 428a, 78 Stat. 890, 16 U.S.C. 1131–1136; 79 Stat. 843, 16 U.S.C. 460p—460p–5; 79 Stat. 1295, 16 U.S.C. 460q—460q–9; 80 Stat. 190, 16 U.S.C. 460r—460r–5; 82 Stat. 904, 16 U.S.C. 460v—460v–6; 82 Stat. 919, 16 U.S.C. 1241–1249 and 82 Stat. 906, 16 U.S.C. 1271–1287)

Done at Washington, D.C., this 30th day of December 1970.

T. K. COWDEN,
Assistant Secretary of Agriculture.

(F.R. Doc. 71-132; Filed, Jan. 5, 1971; 8:49 a.m.)

GPO 909-221

5400-33 (9/68)

United States Department of Agriculture
Forest Service

CONDITIONS, RULES AND REGULATIONS OF THE SECRETARY OF AGRICULTURE
GOVERNING EXERCISE OF RIGHTS-OF-WAY RESERVED
IN CONVEYANCES TO THE UNITED STATES OF AMERICA

Code of Federal Regulations - Title 36 - Chapter II - Section 251.18

This section governs the use, occupancy & operation of rights-of-way reserved by a grantor of lands to the U.S.

(a) Brush and refuse resulting from the exercise of the right-of-way reservation shall be disposed of to the satisfaction of the Forest Officer in in charge.

(b) Timber cut an destroyed in the exercise of the right-of-way reservation shall be paid for at the rates to be prescribed by the Forest Officer in charge, which rates shall be the usual stumpage prices charged in the locality in sales of National Forest timber of the same kind or species; for injury to timber, second growth, and reproduction, the amount of actual damage shall be ascertained by the Forest Supervisor according to the rules applicable in such cases.

(c) All improvements built or maintained upon the right-of-way shall be kept in an orderly, safe and sanitary condition. Failure to maintain such conditions shall be cause for the termination of the reservation after 30 days' notice in writing to the occupant or user that unsatisfactory conditions exist and that the Department intends to terminate all rights under the reservation unless such conditions are forthwith corrected to the satisfaction of the Regional Forester.

(d) Upon the abandonment of a reserved right-of-way, either by formal release, by termination, or by non-use for a period of 1 calendar year, all improvements thereon not the property of the United States shall be removed therefrom within 3 months from the date of the abandonment; otherwise, such improvements shall vest in and become the property of the United States.

(e) All reasonable precautions to prevent and suppress forest fires shall be taken by the grantor and all persons acting for or claiming under him; suitable crossings shall be constructed by grantor and/or said persons where the reserved right-of-way intersects existing roads and trails; borrow pits shall not be opened outside of the immediate graded section except under a special-use permit from the Forest Supervisor.

(f) Officers of the Forest Service shall have free ingress and egress on and over the reserved rights-of-way for all purposes necessary and incidental to the protection and administration of the National Forest.

(36 Stat. 962, as amended; 16 U.S.C. 518)

United States Department of Agriculture
Forest Service

CONDITIONS, RULES AND REGULATIONS OF THE SECRETARY OF AGRICULTURE GOVERNING EXERCISE OF WATER RIGHTS RESERVED BY THE GRANTOR OF LANDS CONVEYED TO THE UNITED STATES

Code of Federal Regulations - Title 36 - Chapter II - Section 251.19

This section governs the exercise of water and related rights reserved by the grantor of land conveyed to the United States under the provisions of the act of March 1, 1911 (36 Stat. 961).

(a) All reasonable precautions shall be taken by the grantor and all persons acting for or claiming under him to prevent and suppress forest fires upon or threatening the premises or other adjacent lands of the United States, and any person failing to comply with this requirement shall be responsible for any damages sustained by the United States by reason thereof.

(b) All slash and debris resulting from the cutting and removal of timber shall be disposed of as directed by the Forest Officer in charge.

(c) Flowage and reservoir areas shall be cleared of timber and debris, in a manner satisfactory to the Forest Supervisor, or in accordance with a special agreement approved by him. Timber cut and destroyed in the exercise of the reserved rights shall be paid for at rates to be prescribed by the Forest Officer in charge, which rate shall be the usual stumpage price charged in the locality.

(d) The water surface created shall be open to the Forest Service and its permittees when such use does not interfere with the original purpose of the development.

(e) The water surface shall be open to fishing by the public in accordance with State laws when such use does not interfere with the original purpose of the development.

(f) Plans for dams and supplemental structures, impounding or controlling more than 10 acre-feet of water or with a head in excess of 6 feet, shall be approved by the Regional Engineer of the Forest Service before construction shall begin.

(36 Stat. 962, as amended, 16 U.S.C. 518)

EXHIBIT 10J-5 (Rev. 7/26/88)

DECISION MEMO

ISSUANCE OF A CONDITIONAL PERMANENT EASEMENT
FOR THE
ICICLE IRRIGATION DISTRICT

USDA FOREST SERVICE
Region 6
Wenatchee National Forest
Chelan County, Washington

The Forest Service has received an application from Icicle Irrigation District for the issuance of a conditional permanent easement for an agricultural irrigation and/or livestock watering system on National Forest System lands. This system is located within Sections 10 and 15, T. 23 N., R.16 E., Section 3, T. 24 N., R. 14 E., and Sections 22 and 27, T. 25 N., R. 13 E., and is used to divert, store and transport water for agricultural irrigation and/or livestock watering purposes from National Forest System land, to non Federal land owned by the applicant.

The Act of October 27, 1986 directs the Secretary of Agriculture (through the Forest Service) to issue conditional permanent easements to all who apply for and meet specific qualifying criteria in the Act. The Forest Service has reviewed the application submitted in this particular case, and has found that it meets the criteria identified in the Act. Therefore, pursuant to that Act, the applicant is entitled to the issuance of an easement.

The Forest Service has conducted an environmental analysis of the use and occupancy of National Forest System land included in this application. That analysis included a public notice and comment period, during which the agency disclosed to the public that the standard terms and conditions of the easement itself should be adequate to protect National Forest System lands and resources in a manner consistent with the standards and guidelines in the amended Wenatchee National Forest Land and Resource Management Plan.

It is my decision to respond to this application with the issuance of the Agricultural Irrigation and Livestock Watering System Easement (Form FS-2700-9a). The subject facilities use and occupy 12.30 acres of National Forest System lands, have been in place for more than 25 years, and have an existing water right. Operation and maintenance will be done in accordance with applicable Federal, State, and local laws and no extension or enlargement of the system is allowed.

Therefore, I have determined that, consistent with agency policy at Chapt. 31.2, category 7, of Forest Service Handbook 1909.15, this is an action which has been categorically excluded from documentation in an environmental assessment or environmental impact statement.

This decision is not subject to appeal pursuant to 36 CFR 215.8(a)(4). Implementation will occur upon completion of the easement documentation. For further information about this project, contact Steve Johnson at Wenatchee National Forest, Supervisor's Office, 215 Melody Lane, Wenatchee, WA 98801, (509) 664-2789.

Kimberly Evart Bown

KIMBERLY EVART BOWN
Director of Recreation, Lands, Mineral Resources

1-6-2000
Date

FS-2700-9a (09/96)
OMB No. 0596-0082

U. S. DEPARTMENT OF AGRICULTURE Forest Service AGRICULTURE IRRIGATION AND LIVESTOCK WATERING SYSTEM EASEMENT Act of October 21, 1976, Act of October 27, 1986 (Pub. L. 99-545), 36 CFR 251, Subpart B	Holder No. 1203-03	Issue Date 01-06-2000	Expir. Date 0X/ /
	Type Site 916	Authority 676	Auth. Type 10
	Region/Forest/District 06/17/07		State/County 53/007
	Cong. Dist. 04	Latitude 47-38-26	Longitude 120-07-16

THIS EASEMENT, is issued this 6 day of January, 2000 by the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to **ICICLE IRRIGATION DISTRICT**, of the State of Washington hereinafter called the Holder(s).

WHEREAS, the Holder has applied for an easement under Section 501 of the Federal Land Policy and Management Act of October 21, 1976, as amended by P. L. 99-545 (90 Stat. 2743; 43 U.S.C. 1761), for agricultural irrigation or livestock watering system facilities located on lands owned by the United States on the Wenatchee National Forest, in the County of Chelan, State of Washington.

WITNESSETH

WHEREAS, upon acceptance of this easement the Holder relinquishes all right, title, and interest in and to any easement issued for the same lands by the United States by any previous grant or permit.

NOW THEREFORE, the United States does hereby grant, subject to valid existing rights, an easement for occupancy with water conveyance system facilities of lands shown on the plat contained in Exhibit "A", attached hereto and incorporated herein, as provided by the Holder and hereby accepted by the Authorized Officer.

This easement is issued subject to the following terms, provisions, and conditions applicable to the Holder, its permittees, contractors, assignees, and successors in interest.

1. AUTHORIZED USE. This easement authorizes only the right-of-way and water conveyance system facilities as constructed and operated on October 21, 1976, as specified herein.

2. EXTENSIONS or ENLARGEMENTS. This easement does not authorize extensions or enlargements of the water conveyance system.

3. FEES. This easement is issued free of charge.

4. TRANSFERABILITY. This easement is fully transferable provided the water conveyance system facilities are used for agricultural irrigation or livestock watering. Holder shall notify Grantor within sixty (60) days of any address change or change in ownership.

5. TENURE. This easement shall continue for as long as the above described lands and water conveyance system facilities are used, operated, and maintained in accordance with the terms and conditions herein described.

6. OPERATION and MAINTENANCE.

a. Holder agrees to operate and maintain the facilities and use the authorized easement in accordance with applicable Federal, State, and local laws, regulations, and standards.

b. Holder shall notify, consult with, and obtain concurrence of the Grantor for operation and maintenance of the authorized facilities.

c. Holder agrees to install and maintain an operable headgate at each diversion structure. Such headgate shall be capable of controlling the amount of water entering the system.

d. Holder will not use fire or herbicides on the authorized right-of-way except as permitted in writing by the Grantor.

7. EMERGENCY REPAIRS.

a. Except for emergency repairs required to protect the environment, property of the United States, or public health and safety, the Holder may not use materials on National Forest System lands outside the easement prior to obtaining written authorization and paying for the materials to be used. Holder's use of material within the easement is limited to maintenance of the water conveyance system facility.

b. If the water conveyance system facilities authorized by this Easement are allowed to deteriorate to the point of threatening persons or property, and the Holder, after notification by the Grantor, refuses to perform the repairs and maintenance required to remove the threat to persons or property, Grantor shall have the right to undertake such repair and maintenance and to assess the Holder for the costs of such repair and maintenance, regardless of whether Grantor had required the Holder to furnish a bond or other security.

8. INDEMNIFICATION. Holder shall indemnify the United States against liability for any and all injury, loss, or damage, including fire suppression costs, that the United States may suffer as a result of claims, demands, losses, or judgements caused by the Holder's use or occupancy under this easement.

9. LIABILITY. Holder is liable for and agrees to repair damage to National Forest System lands caused by Holder's negligence, intentional acts, or of failure to comply with the terms and conditions of this easement or of any law or regulation applicable to the National Forests.

10. SITE RESTORATION. Holder shall, upon termination of this easement, stabilize the site as required by the Grantor. If Holder does not stabilize the site, the Holder agrees to pay the costs of such stabilization if undertaken by the Grantor.

11. SPECIAL PROVISIONS.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assigns.

A. NONEXCLUSIVE USE. The Grantor reserves the right to use or permit others to use the easement area, provided such use does not unreasonably interfere with the rights and privileges hereby authorized.

B. TERMINATION. This easement may be terminated with consent of Holder, or if Holder fails to exercise the rights and privileges authorized for any continuous period of five (5) years or more. This easement expires according to its terms if Holder uses the water conveyance system for any purpose other than agricultural irrigation or livestock watering. Grantor may take action to terminate this easement under 7 CFR 1.130 - 1.151, for noncompliance with applicable statutes and regulations, or the terms and conditions of this easement.

ACCEPTANCE On this 28th day of September, 1999 I, the undersigned Holder have read, understand, and accept the terms and conditions of this easement.

Holder

The following certificate shall be executed by the Vice President of the Corporation:

I, Ralph Kimmerly, certify that I am the Vice President of the Corporation that accepted the above easement; that Joel J. Teeley, who signed said easement on behalf of said Corporation was then Secretary/Manager of said Corporation; that I know his/her signature, and that his/her signature on said easement is genuine; and that said easement was duly signed, sealed, and attested to for and on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

Vice President

IN WITNESS WHEREOF, the Secretary of Agriculture by the Director of Recreation, Lands, and Mineral Resources, Forest Service, has executed this easement pursuant to delegation of authority specified in 7 CFR 2.60 and 36 CFR 251.52 and the delegation of authority by the Regional Forester published June 23, 1997 (62 F.R. 33826) on the day and year first above written.

UNITED STATES OF AMERICA

Kimberly Evart Bown, Director, RLM
Recreation, Lands and Mineral Resources
Pacific Northwest Region
USDA Forest Service

ACKNOWLEDGMENT

STATE OF Oregon)
)ss.
County of Multnomah)

On this 6th day of January, 2000, before me, the undersigned, a Notary Public in and for said State personally appeared Kimberly Evart Bowan _____ Director of Recreation, Lands, and Mineral Resources, Pacific Northwest Region, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he/she executed said instrument on behalf of the United States of America by its authority duly given and by him/her delivered as and for its act and deed. And he/she did further acknowledge that he/she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

OFFICIAL SEAL
LOUISA HERRERA
NOTARY PUBLIC-OREGON
COMMISSION NO. 327916
MY COMMISSION EXPIRES OCT. 10, 2003

Louisa Herrera
Name (Printed) Louisa Herrera
Residing at Portland, OR
My Commission Expires 10/10/2003

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB #0596-0082), Washington, D.C. 20503.

Certified correct as to consideration, conditions, and descriptions

EASEMENT SURVEY
ICICLE IRRIGATION
A PORTION OF GOV. LOTS 6, 7, 8, 9, 10 AND 11, OF SECTION 10, T. 23 N. R. 16 E. W. M. CHELAN COUNTY, WASHINGTON

EXHIBIT "A"

PAGE 1 OF 2

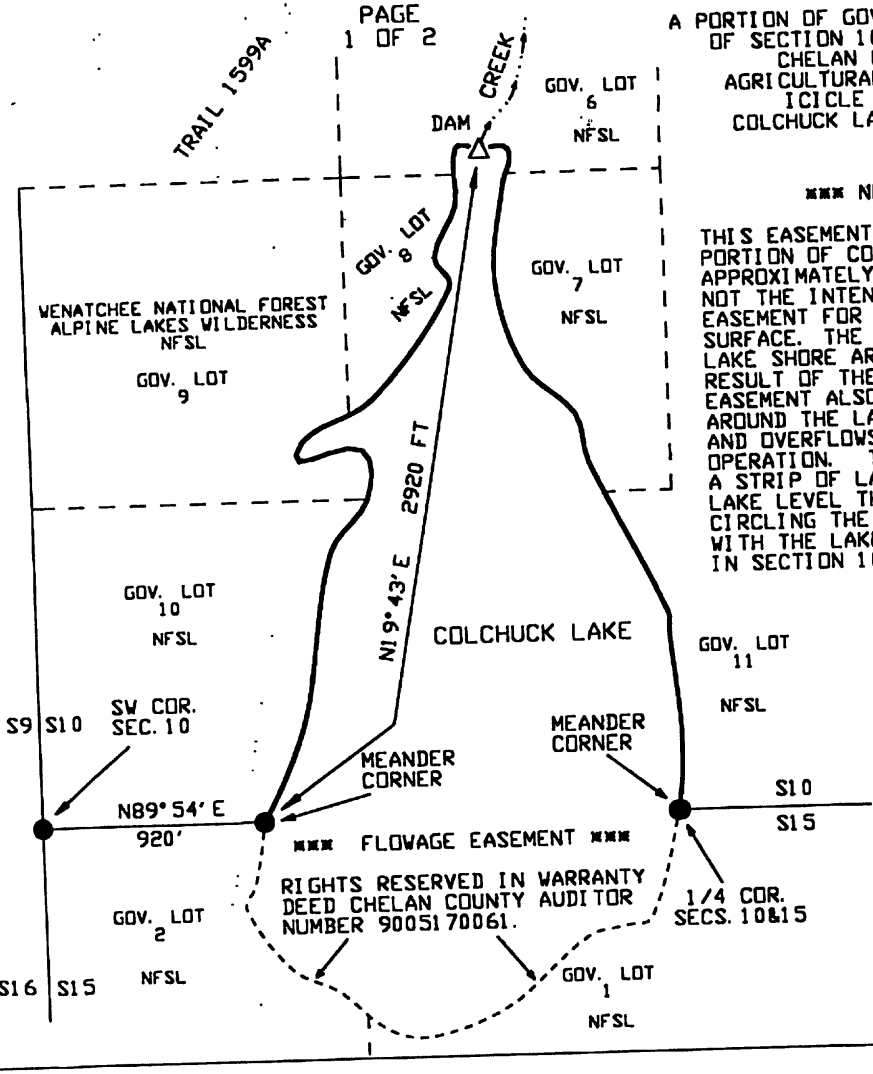
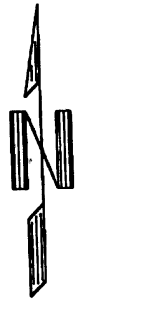


EXHIBIT A
2720 SPECIAL USES
USDA - FOREST SERVICE
PACIFIC NORTHWEST REGION
WENATCHEE NATIONAL FOREST

A PORTION OF GOV. LOTS 6, 7, 8, 9, 10 AND 11, OF SECTION 10, T. 23 N. R. 16 E. W. M.
CHELAN COUNTY, WASHINGTON
AGRICULTURAL EASEMENT - PL 99-545
ICICLE IRRIGATION SYSTEM
COLCHUCK LAKE CONTAINS 3.1 ACRES

*** NOTE ***

THIS EASEMENT FOR THE NORTHERN PORTION OF COLCHUCK LAKE IS APPROXIMATELY 3.1 ACRES. IT IS NOT THE INTENTION TO GRANT AN EASEMENT FOR THE ENTIRE LAKE SURFACE. THE EASEMENT IS FOR THE LAKE SHORE AREA FLOODED AS A RESULT OF THE DAMMING. THE EASEMENT ALSO COVERS THE AREA AROUND THE LAKE, DAM, SPILLWAYS AND OVERFLOWS FOR MAINTENANCE AND OPERATION. THE EASEMENT AREA IS A STRIP OF LAND ABOVE THE ORIGINAL LAKE LEVEL THAT IS 20 FT +/- WIDE CIRCLING THE LAKE IN SECTION 10, WITH THE LAKE HAVING A PERIMETER, IN SECTION 10, OF 6,650 FT.



*** SCALE ***
FEET
0 400 800

ACCESS FOR MAINTENANCE AND REPAIR

THE SYSTEM IS ACCESSED BY FOREST ROADS 7600 AND 7601 AND TRAILS 1599 AND 1599A. ALSO BY HELICOPTER AS DETERMINED BY PREVIOUS AGREEMENTS AND PERMITS.

CORNER TIES TO DIVERSION POINT

FROM THE MEANDER CORNER ON THE WEST SIDE OF COLCHUCK LAKE, THE DIVERSION POINT (DAM), BEARS N19°43'E 2920 FT..

*** NOTE ***

BASIS OF MEASUREMENTS, LOCATIONS AND TIES TO LANDLINE CORNERS IS GLO SURVEY RECORDS ALONG WITH GIS AND QUAD MAP DATA.

*** NOTE ***

THIS IS A LOCATION MAP OF COLCHUCK LAKE WHICH FEEDS THE ICICLE IRRIGATION SYSTEM. THE INFORMATION SHOWN ON THIS MAP IS PROVIDED AS LOCATIONAL INFORMATION AND IS NOT INTENDED TO BE A SURVEY OF COLCHUCK LAKE.

*** LEGEND ***

- NFSL — NATIONAL FOREST SYSTEM LAND
- △ — DAM AND DIVERSION PT
- ● — ORIGINAL GLO STONE MON. PER RECORD
- →···→ CREEK AND NATURAL DRAINAGE
- ····· TRAIL
- - - - SECTION SUBD. LINES
- ——— SECTION LINES

SURVEYED BY Kelvyd D. Finch 6/9/99

REVIEWED BY [signature] 6/9/99

EASEMENT SURVEY
ICICLE IRRIGATION
A PORTION OF GOV. LOTS 1, 2, 3, 4 AND 5 OF SECTION 22, AND A PORTION OF GOV. LOT 1 OF SECTION 27, T. 25 N. R. 13 E. W. M. CHELAN COUNTY, WASHINGTON

EXHIBIT A
2720 SPECIAL USES
USDA - FOREST SERVICE
PACIFIC NORTHWEST REGION
WENATCHEE NATIONAL FOREST

EXHIBIT "A"

PAGE
2 OF 2

A PORTION OF GOV. LOTS 1, 2, 3, 4 AND 5 OF SECTION 22, AND
A PORTION OF GOV. LOT 1 OF SECTION 27,
T. 25 N. R. 13 E. W. M.
CHELAN COUNTY, WASHINGTON
AGRICULTURAL EASEMENT - PL 99-545
ICICLE IRRIGATION SYSTEM
SQUARE LAKE CONTAINS 4.8 ACRES

ACCESS FOR MAINTENANCE AND REPAIR

THE SYSTEM IS ACCESSED BY FOREST ROAD 7600 AND TRAILS 1551 AND 1567. ALSO BY HELICOPTER AS DETERMINED BY PREVIOUS AGREEMENTS AND PERMITS.

*** NOTE ***

BASIS OF MEASUREMENTS, LOCATIONS AND TIES TO LANDLINE CORNERS IS GLO SURVEY RECORDS ALONG WITH GIS AND QUAD MAP DATA.

*** NOTE ***

THIS EASEMENT FOR SQUARE LAKE IS APPROXIMATELY 4.8 ACRES. IT IS NOT THE INTENTION TO GRANT AN EASEMENT FOR THE ENTIRE LAKE SURFACE. THE EASEMENT IS FOR THE LAKE SHORE AREA FLOODED AS A RESULT OF THE DAMMING. THE EASEMENT ALSO COVERS THE AREA AROUND THE LAKE, DAM, SPILLWAYS AND OVERFLOWS FOR MAINTENANCE AND OPERATION. THE EASEMENT AREA IS A STRIP OF LAND ABOVE THE ORIGINAL LAKE LEVEL THAT IS 20 FT +/- WIDE CIRCLING THE LAKE, WITH THE LAKE HAVING A PERIMETER OF 10,400 FT.

CORNER TIES TO DIVERSION POINT

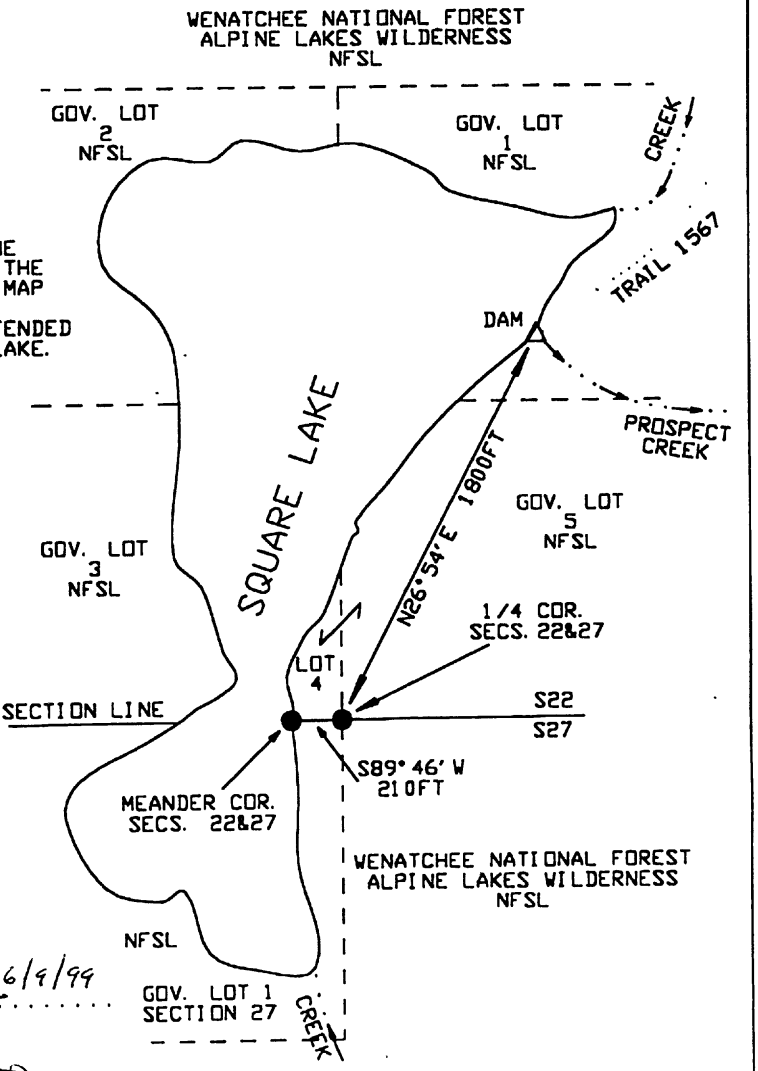
FROM THE SOUTH 1/4 CORNER OF SECTION 22 THE DIVERSION POINT (DAM), BEARS N26°54'E 1800 FT..

*** NOTE ***

THIS IS A LOCATION MAP OF SQUARE LAKE WHICH FEEDS THE ICICLE IRRIGATION SYSTEM. THE INFORMATION SHOWN ON THIS MAP IS PROVIDED AS LOCATIONAL INFORMATION AND IS NOT INTENDED TO BE A SURVEY OF SQUARE LAKE.



*** SCALE ***
FEET
0 400 800



*** LEGEND ***

NFSL	NATIONAL FOREST SYSTEM LAND
●	ORIGINAL GLO CORNER STONE MONUMENT PER RECORD
△	DAM AND DIVERSION POINT
	TRAIL
—→···	CREEK AND NATURAL DRAINAGE
———	SECTION LINE

SURVEYED BY Leland D Finch 6/9/99

REVIEWED BY [signature] 6/9/99

2017-FS-R6-01590-F

Supervisor's Office, Wenatchee 2710

Charles F. Banko, District Ranger February 26, 1968

Special Uses

Attached is an application from the Icicle Irrigation District for a special use permit at Square Lake.

1. Cabin
2. Small dam and operating valves
3. Diversion tunnel

This is in response to your memo regarding the Regional Attorney's opinion of their existing occupancy under a State of Washington hydrology permit.

Three (3) plats are being sent under separate cover. Please have them printed. Return the originals plus three (3) copies of each.

C. SAM. Orbd

since 1.08 / 1

cont next pa

2017-FS-R6-01590-F

District Ranger, Leavenworth

A. C. Wright, Forest Supervisor, By

Special-Use Permits (Icicle Irrigation District, Square Lake Dam)

In 1940 the State Public Lands Commissioner granted an easement to the Icicle Irrigation District which supposedly gave permission to construct a dam and overflow Square Lake. This easement was based on the premise that Square Lake was a navigable body of water and hence the shoreland belonged to the State.

In 1965 the Regional Attorney reviewed the case. Due to the size and location of the lake, and the fact that it is frozen over five to eight months of the year, it was his opinion that the lake would not be considered navigable and hence all lands used by the Irrigation District are National Forest owned and controlled.

The structures at Square Lake are in trespass unless covered by a special-use permit.

Please discuss a permit with the Irrigation District and furnish this office with a rough or penciled permit covering all facilities along with as built plans of existing improvements.

Next summer, after the permit is issued, you should schedule an inspection trip to the lake. At this time you could take representatives of the District along with you and work out an agreement for bringing the improvements up to standard.

If the Irrigation District refuses to accept a permit let us know. We will then recommend the navigability of the lake be decided in court.

Attached is a copy of Ed Sage's memorandum covering the facilities from an engineering standpoint. His comment on the cabin is applicable now since it is under special-use. The other items should be kept in mind and resolved when you make the joint visit to Square Lake.

Enclosure

cc: 7500 Square Lakes Dam

FRITZ M. MORRISON

FMorrison:zmc

smca 1.00/1

cont next p

2017-FS-R6-01590-F

7500 Water Storage and [illegible]
(2720) [illegible]

[illegible] of this 5-file

Dam Safety Inspection

Regional Forester, R-6

This is in answer to your letters of August 2, 1978, and January 30, 1980, relative to hazard ratings of permittee-owned dams in Class A and B categories.

We presently have nine dams in the A class, of which six are under the jurisdiction of the Bureau of Reclamation and one (Beehive Reservoir) under Corps of Engineers jurisdiction. The remaining two are presently rated as Moderate Hazard. Enclosed are classification narratives for the latter. Please note that Colchuck Dam is unchanged while Square Lake Dam is recommended for change, from Moderate to Low Hazard. Please let us know if you concur with this change.

We have one dam in the Moderate Hazard Class B category. Enclosed is our classification narrative retaining this structure in the Moderate Hazard class.

ALLEN THOMPSON
Engineering Staff Officer

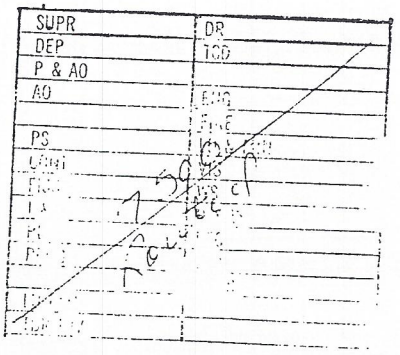
Enclosures DS

CC:
Leavenworth R.D. w/enclosure Note: Suggest you place copy of classification write-up in appropriate permittee folder

Black notebook by Sage's desk w/enclosure

2720 Files
Icicle Irrigation District
Colchuck
Square Lake
H&H Reservoir

EASage:blg



2017-FS-R6-01590-F

Sudden failure of this 5 foot high, 132 foot long dam would release a surge of water (370 acre feet ±) into Prospect Creek, a tributary to Icicle Creek approximately 4.5 miles downstream. The streambed gradient of Prospect Creek is very steep at first, dropping 790 feet in the first 0.6 mile but then levels off for the remaining distance to its confluence with Icicle, dropping another 1,000 feet.

The major storage of this lake (1,850 - 370 = 1,480 acre feet ±) is controlled by a 30 inch concrete pipe and gate which exits through a 5 foot by 7 foot tunnel carved through solid rock. Because of this controlled outlet, large volumes of water are not involved if failure to the pipe/control gate occurs.

Public hazard is considered minor as the access trail to the lake is located well above the stream channel except at one bridge crossing. This crossing is located approximately 2.4 miles downstream from the lake. The dam itself serves as a bridge for access to a cabin and control works of the project. It is very unlikely that loss of life would occur if this dam were to fail. However, some damage to land and one trail bridge would most likely result. Overall damage should be considered minor, as project is located in undeveloped, remote area.

I recommend this Class "A" structure be placed in a Low Hazard Classification.

Signed: EDWARD A. SAGE
Forest Civil Engineer

Date : March 1980

Hazard Rating For Square Lake - Wenatchee NF

2720 - Special Uses

2017-FS-R6-01590-F

SUBJECT: Reservoir & Cabin, Icicle Irrigation District, 9/12/68

TO: District Ranger, Leavenworth

REPLY DUE SEPTEMBER 30, 1969

Clause 20 of the above permit states that the permittee shall perform such maintenance on dam as necessary to bring it up to a standard acceptable to the Forest Officer-in-charge. This maintenance shall be completed by September, 1969.

Please advise by the above due date as to the status of the completion of the necessary work.

A. C. WRIGHT
Forest Supervisor

By E. W. GANO

GUpham:zmc

since 1.00 / 1

cont next page

2017-FS-R6-01590-F

Regional Forester

A. C. Wright, Forest Supervisor, By

Special-Use Permits (Reservoir - Icicle Irrigation District)

Attached for your review and approval are an original and two copies of a special-use permit for the Icicle Irrigation District, including an existing dam, diversion tunnel, and maintenance cabin at Square Lake.

The reservoir and associated improvements have been in existence for many years. They were covered by two old permits dated April 13, 1940, and September 5, 1940.

When approved and signed by the permittee the new permit will give us current, complete, and accurate coverage of the reservoir and its related facilities.

Enclosures

OVanderlin:xmc

E. W. GANO

since 1.00 / 1

cont next pg

2017-FS-R6-01590-F

SPECIAL USE PERMIT

Act of June 4, 1897, or February 15, 1901
This permit is revocable and nontransferable
(Ref. FSM 2718)

	70	--
d. District (7-8) 07	e. Use number (9-12) 2720	f. Kind of use (13-15) 049
g. State (16-17) 46	h. County (18-20) 007	k. Card no. (21) 1

Permission is hereby granted to **Icicle Irrigation District**

of **Cashmere, Washington 98815**,
hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

A tract of land on the outlet of Square Lake in the SE¼ of Section 22, T. 25 N., R. 13 E., W. M., as shown on the plats attached hereto. Plats prepared by C. M. Sediker on July 20, 1939.

This permit covers **1** acres and/or ////////////////// miles and is issued for the purpose of:

Maintaining and using an existing dam, diversion tunnel, with operating valves, etc., and a small maintenance cabin for irrigation water storage and utilization.

1. Construction or occupancy and use under this permit shall begin within ---- months, and nstruction, if any, shall be completed within ---- months, from the date of the permit. This e shall be actually exercised at least **365** days each year, unless otherwise authorized writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of riculture, the sum of **No Charge, Reg. U-11** Dollars ($ ----) for the period n ---- 19--, to ----, 19--, and thereafter ually on ----,
---- Dollars ($ ----):
vided, however, Charges for this use may be made or readjusted whenever necessary to place the ges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions **18** to ---- attached hereto and made a part of this permit.

	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
ERMITTEE	Icicle Irrigation District	Lloyd L. Berry TITLE Manager	Sept. 11, 1968
	NAME AND SIGNATURE	TITLE	DATE
SUING FICER	A. C. WRIGHT	Forest Supervisor	September 12, 1968

(CONTINUED ON REVERSE)

18. This permit confers no right upon the permittee to the use of the water involved.

2017-FS-R6-01590-F

forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; *provided* that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided as qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following printed clauses will control.

GPO 939-952

18. This permit confers no right upon the permittee to the use of the water involved.

19. The Forest Service reserves the right to issue additional permits to increase the storage capacity of this site if such action proves feasible. No permit will be granted for additional facilities that will jeopardize the privileges granted by this permit. Any additional permits authorizing larger facilities will provide for payment of costs including the cost of construction of the original project works, on a cost-benefit ratio mutually agreeable to the permittee and the new applicant. If the permittee and applicant cannot agree on division of costs, the Regional Forester shall decide on an equitable division between the old and new works.

20. Permittee shall perform such maintenance on dam as necessary to bring it up to a standard acceptable to the Forest Officer in charge. This maintenence shall be completed by September 15, 1969.

21. The maintenance cabin shall be removed when no longer servicable. Decision as to serviceability and methods of removal is reserved to the Forest Supervisor.

22. This permit supersedes those certain permits issued by Walter H. Lund on April 13, 1940, and September 5, 1940; one for the purpose of construction of diversion tunnel into Square Lake, the other for the purpose of constructing and maintaining a cabin to be used in connection with the reclamation project.

2017-FS-R6-01590-F

2017-FS-R6-01590-F

Supervisor's Office, Wenatchee 2710

Charles F. Banko, District Ranger February 26, 1968

Special Uses

Attached is an application from the Icicle Irrigation District for a special use permit at Square Lake.

1. Cabin
2. Small dam and operating valves
3. Diversion tunnel

This is in response to your memo regarding the Regional Attorney's opinion of their existing occupancy under a State of Washington hydrology permit.

Three (3) plats are being sent under separate cover. Please have them printed. Return the originals plus three (3) copies of each.

C. SAM. Orbd

since 1.08 / 1

Cont next pa

2017-FS-R6-01590-F

District Ranger, Leavenworth

A. C. Wright, Forest Supervisor, By

Special-Use Permits (Icicle Irrigation District, Square Lake Dam)

In 1940 the State Public Lands Commissioner granted an easement to the Icicle Irrigation District which supposedly gave permission to construct a dam and overflow Square Lake. This easement was based on the premise that Square Lake was a navigable body of water and hence the shoreland belonged to the State.

In 1965 the Regional Attorney reviewed the case. Due to the size and location of the lake, and the fact that it is frozen over five to eight months of the year, it was his opinion that the lake would not be considered navigable and hence all lands used by the Irrigation District are National Forest owned and controlled.

The structures at Square Lake are in trespass unless covered by a special-use permit.

Please discuss a permit with the Irrigation District and furnish this office with a rough or penciled permit covering all facilities along with as built plans of existing improvements.

Next summer, after the permit is issued, you should schedule an inspection trip to the lake. At this time you could take representatives of the District along with you and work out an agreement for bringing the improvements up to standard.

If the Irrigation District refuses to accept a permit let us know. We will then recommend the navigability of the lake be decided in court.

Attached is a copy of Ed Sage's memorandum covering the facilities from an engineering standpoint. His comment on the cabin is applicable now since it is under special-use. The other items should be kept in mind and resolved when you make the joint visit to Square Lake.

Enclosure

cc: 7500 Square Lakes Dam

FRITZ M. MORRISON

FMorrison:zmc

zmc 1.05/1

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2017-FS-R6-01590-F

7500 Water Storage and [illegible]
(2720) Icicle

Dam Safety Inspection

Regional Forester, R-6

This is in answer to your letters of August 2, 1978, and January 30, 1980, relative to hazard ratings of permittee-owned dams in Class A and B categories.

We presently have nine dams in the A class, of which six are under the jurisdiction of the Bureau of Reclamation and one (Beehive Reservoir) under Corps of Engineers jurisdiction. The remaining two are presently rated as Moderate Hazard. Enclosed are classification narratives for the latter. Please note that Colchuck Dam is unchanged while Square Lake Dam is recommended for change, from Moderate to Low Hazard. Please let us know if you concur with this change.

We have one dam in the Moderate Hazard Class B category. Enclosed is our classification narrative retaining this structure in the Moderate Hazard class.

ALLEN THOMPSON
Engineering Staff Officer

Enclosures DS

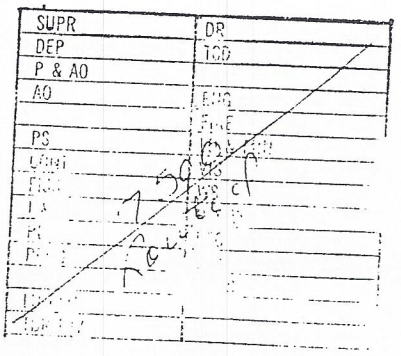
CC:
Leavenworth R.D. w/enclosure

Note: Suggest you place copy of classification write-up in appropriate permittee folder

Black notebook by Sage's desk w/enclosure

2720 Files
Icicle Irrigation District
Colchuck
Square Lake
H&H Reservoir

EASage:blg



2017-FS-R6-01590-F

Sudden failure of this 5 foot high, 132 foot long dam would release a surge of water (370 acre feet ±) into Prospect Creek, a tributary to Icicle Creek approximately 4.5 miles downstream. The streambed gradient of Prospect Creek is very steep at first, dropping 790 feet in the first 0.6 mile but then levels off for the remaining distance to its confluence with Icicle, dropping another 1,000 feet.

The major storage of this lake (1,850 - 370 = 1,480 acre feet ±) is controlled by a 30 inch concrete pipe and gate which exits through a 5 foot by 7 foot tunnel carved through solid rock. Because of this controlled outlet, large volumes of water are not involved if failure to the pipe/control gate occurs.

Public hazard is considered minor as the access trail to the lake is located well above the stream channel except at one bridge crossing. This crossing is located approximately 2.4 miles downstream from the lake. The dam itself serves as a bridge for access to a cabin and control works of the project. It is very unlikely that loss of life would occur if this dam were to fail. However, some damage to land and one trail bridge would most likely result. Overall damage should be considered minor, as project is located in undeveloped, remote area.

I recommend this Class "A" structure be placed in a Low Hazard Classification.

Signed: EDWARD A. SAGE
Forest Civil Engineer

Date : March 1980

Hazard Rating For Square Lake - Wenatchee N.F.

2720 - Special Uses

2017-FS-R6-01590-F

SUBJECT: Reservoir & Cabin, Icicle Irrigation District, 9/12/68

TO: District Ranger, Leavenworth

REPLY DUE SEPTEMBER 30, 1969

Clause 20 of the above permit states that the permittee shall perform such maintenance on dam as necessary to bring it up to a standard acceptable to the Forest Officer-in-charge. This maintenance shall be completed by September, 1969.

Please advise by the above due date as to the status of the completion of the necessary work.

A. C. WRIGHT
Forest Supervisor

By E. W. GANO

GUpham:zmc

since 1,000 / 1

cont next page

2017-FS-R6-01590-F

Regional Forester

A. C. Wright, Forest Supervisor, By

Special-Use Permits (Reservoir - Icicle Irrigation District)

Attached for your review and approval are an original and two copies of a special-use permit for the Icicle Irrigation District, including an existing dam, diversion tunnel, and maintenance cabin at Square Lake.

The reservoir and associated improvements have been in existence for many years. They were covered by two old permits dated April 13, 1940, and September 5, 1940.

When approved and signed by the permittee the new permit will give us current, complete, and accurate coverage of the reservoir and its related facilities.

Enclosures

OVanderlin:xmc

E. W. GANO

since 1.00 / 1

cont next pg

2017-FS-R6-01590-F

UNITED STATES GOVERNMENT

Memorandum

TO : Supervisor's Office, Wenatchee

File No. 2710

FROM : Charles F. Banko, District Ranger

Date: February 26, 1968

SUBJECT: Special Uses

Your reference:

Attached is an application from the Icicle Irrigation District for a special use permit at Square Lake.

1. Cabin
2. Small dam and operating valves
3. Diversion tunnel

This is in response to your memo regarding the Regional Attorney's opinion of their existing occupancy under a State of Washington hydrology permit.

Three (3) plats are being sent under separate cover. Please have them printed. Return the originals plus three (3) copies of each.

Charles F. Banko

since 1.08 / 1

cont next pg

2017-FS-R6-01590-F

UNITED STATES GOVERNMENT

Memorandum

P. O. Box 3623
PORTLAND, OREGON 97208

TO : Forest Supervisor, Wenatchee N. F. File No. 2720

FROM : Philip L. Heaton, Assistant Regional Forester Date: August 9, 1968
Recreation, by

SUBJECT: Special Use Permits (Icicle Irrigation District, Square Lake Dam 4/13/40, 9/5/40) Your reference: 3/20, 5/31

Your Multiple Use Survey Report has been reviewed, and it is a satisfactory record of the analysis of resource values involved in this application.

It is agreed that this permit can be granted within the proposed Wilderness because it was an existing use predating the Wilderness Act.

Some maintenance is needed on the dam. This work should be done before the Wilderness classification is completed.

You should determine what disposition will be made of the cabin. We recommend that it be permitted for use until it is no longer serviceable or worth rebuilding. A clause to this effect is needed, and it should carefully reserve the decision for continued use or removal, to the Forest Supervisor.

Copies of the Multiple Use Survey Report were mailed to the Fish and Wildlife Service and the Washington State Department of Game for wildlife coordination. A copy of a reply from the Washington Department of Game is attached.

Your draft of the permit is approved with our marginal notes. You may issue it with the recommended changes. Please send us a copy of the permit as issued to complete the case file in this office.

Richard T. Hill Jr.

Enclosure

cc: WS

smc 1.05 / 1

con't next pg.

2017-FS-R6-01590-F

Regional Forester July 2, 1968

A. C. Wright, Forest Supervisor, By Your Ref: 6/21/68

Special Use Permits (Reservoir)--Icicle Irrigation District
Multiple Use Survey Reports

There seem to be a few questions remaining about this permit.

First--is the cabin needed? The answer is--not any longer. Its principal use any more is to provide shelter for working, hiking, or riding in the area. The cabin could be removed now or left until such time as it is no longer serviceable and/or safe.

Second--some maintenance is necessary on the dam itself. It is intended this work will be done this field season. The maintenance consists of grouting to check a leak in the dam.

Third--is the proposal likely to be controversial. The answer is no. We do not forsee any problems along this line.

Again, if you have any further questions, or need more information, please let us know.

OVanderlin:zmc

E. W. GANO

zmc 1.05/1

cont next pg

2017-FS-R6-01590-F

UNITED STATES GOVERNMENT

Memorandum

Department of [illegible]

P. O. Box 3623
Portland, Oregon 97208

TO : Forest Supervisor, Wenatchee National Forest

File No. 2720
2140 (2500)

FROM : T. B. Glazebrook, Assistant Regional Forester
Watershed Management, By

Date: June 21, 1968

SUBJECT: Special Use Permits (Reservoir)--Icicle Irrigation District
Multiple Use Survey Reports

Your reference:

Several questions have been raised about this case that were not covered by your Multiple Use Survey Reports. They are discussed in the attached correspondence. Would you please consider these points and respond to us at an early date?

Thank you.

Enclosures

Arnold C. Ellow

since 1.08/1

cont next pg

2017-FS-R6-01590-F

JEC
DEB
LHL

UNITED STATES GOVERNMENT

Memorandum

P. O. Box 3623
Portland, Oregon 97208

TO : T. B. Glazebrook, Assistant Regional Forester, Watershed Management

File No. 2140(2500)

FROM : Philip L. Heaton, Assistant Regional Forester, Recreation

Date: June 20, 1968

SUBJECT: Surveys (Multiple Use Survey Reports - Reservoir - Icicle Irrigation District)

Your reference: 6/4

We have reviewed the above multiple use survey report on the Wenatchee National Forest.

This project is within the Alpine Lakes Area which has been proposed for Wilderness, and we are directed to manage it as though it were classified. If this was a new project, we could not approve it. However, it is something that was in existence at the time the Wilderness Act was passed. The proposal is not to change the project itself in any way, but rather to change the permit. So long as the new permit does not authorize anything not already approved in existing permits, we see nothing wrong.

Existing special use permits cover the diversion tunnel and cabin. The only question we have is on the dam and overflow. This is not under special use permit, but is covered by an easement from the State of Washington. Our Regional Attorney has given the opinion that the easement is not valid because the lake is not a navigable body of water. The land involved is entirely National Forest so a special use permit would be the proper document.

Our feeling is that, while the dam was not previously covered by a special use permit, it was covered by an easement which was believed, at the time, to be the proper document. As far as intent was concerned it was approved and, as has been stated, the dam and overflow were in existence when the Wilderness Act was passed.

It is not clear as to whether or not the cabin is needed. If it is not needed, the permit should specify that it be removed now or that it be eliminated when it requires heavy maintenance or reconstruction. With this understanding, we approve the issuance of a new special use permit as recommended.

Philip L. Heaton

since 1.08 / 1

cont next pg

Multiple US Survey Report Special Use for Reservoir

2017-FS-R6-01590-F

This is a revised special use for a reservoir and related facilities.

The applicant is the Icicle Irrigation District of Cashmere, Washington.

The area involved is within the State of Washington, Chelan County, on the Leavenworth Ranger District of the Wenatchee National Forest.

It is located at the head of the Prospect Creek drainage. This drainage becomes part of the Icicle Creek system.

The specific area in the permit is located in the SE¼ of Section 22, T. 25 N., R. 13 E., W.M. (Square Lake)

This special use is for the maintenance and use of an existing dam, diversion tunnel with operating valves, etc., and a small maintenance cabin for irrigation water storage and utilization.

The facilities involved are limited to the minimum necessary to store and control release of the water. They are of native materials and blend well with the area. Attached are photos of the dam, storage area, tunnel entrance, and operating valves.

The area is completely in National Forest ownership. This permit replaces two older permits dated April 13, 1940, and September 5, 1940. These permits covered the diversion tunnel and cabin, respectively. In addition, the irrigation district also has an easement from the State of Washington for a dam and overflow. Our Regional Attorney, however, has given the opinion that this easement is not valid because the lake is not a navigable body of water. Hence, the land involved is entirely National Forest owned and controlled.

The purpose of this permit is to combine the two older permits and cover that area which was in the easement from the State of Washington.

This project is located in an area typical of the high Cascades. The elevation is from 5000' to 6700' with slopes averaging close to 70%. Area above the dam is about 1000 acres. Ground cover is about 50% rock and bare ground and 50% brush and small trees. Because the lake is within a mile of the Cascade crest, flood potential is very low.

Other than water storage, the area receives little use. Access is by trail only, and back-country hikers and riders are about the only visitors.

since 1.08 / 1

cont next pg

2017-FS-R6-01590-F

June 30, 1923.

Answered

Mr. A. H. Sylvester, Forest Supervisor,
Wenatchee, Wash.

Uses-Wenatchee, Canal & Flu
Icicle Canal Co. 6/6/10

Dear Sir:-

I am in receipt of your favor of the 26th inst. I am asking Mr. B
ger to prepare as soon as he can conveniently do so a plat or data concerni
the alignment of the Icicle system and furnish you with the same for prepar
of application for permit as outlined in your letter.

I have been under the impression that the site of the tunnels is
privately owned land, although I will admit that formal right of way has no
been secured.

Yours truly,

Hubert Bendy
Sec.

17, 1910. It is [illegible]
Company ceased to operate the Icicle ditch and [illegible]
over by the Icicle District, the Icicle District should ha
been advised that a new permit should have been issued to
as the permit issued to the Icicle Canal Company contains
clause saying that it is not transferable.

The permit to the Icicle Canal Company, moreove
specified that it was for the purpose of constructing and
a canal and flume, nothing being said about a tunnel, the
i do not think the building of a tunnel is a serious infr
ment on the terms of the permit. However, I believe it
be best for the Icicle District to make application for
permit issued in its own name which shall permit not only
flume and ditch but a tunnel. ~~with making~~ this applicatio
should like to receive a plat or other satisfactory info
showing the location of the tunnel or tunnels. I will b
to prepare and issue a new permit upon receipt of the ap
and this information. If the course of the canal or flu
been changed from the original location the new permit
cover such change so that information on this point sho
furnished. This applies only, of course, to the locatio
canal within the National Forest.

Very sincerely yours,

A. H. Sylvester

Forest Supervisor.

2017-FS-R6-01590-F

June 26, 1922

L
Uses-Wenatchee
Canal & Flume
Icicle Canal Company.
6/6/10

Mr. Hubert Remley, Secretary,
Icicle Canal District,
Dryden, Washington.

Dear Mr. Remley;

The Special Use permit which authorized the use o
National Forest lands for the construction and maintenance
the Icicle ditch was issued to the Icicle Canal Company Jun
17, 1910. It is probably my fault that when the Icicle Car
Company ceased to operate the Icicle ditch and it was take
over by the Icicle District, the Icicle District should ha
been advised that a new permit should have been issued to
as the permit issued to the Icicle Canal Company contains
clause saying that it is not transferable.

The permit to the Icicle Canal Company, moreover
specified that it was for the purpose of constructing and
a canal and flume, nothing being said about a tunnel, thou
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permit issued in its own name which shall permit not only
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showing the location of the tunnel or tunnels. I will be
to prepare and issue a new permit upon receipt of the app
and this information. If the course of the canal or flum
been changed from the original location the new permit sh
cover such change so that information on this point shou
furnished. This applies only, of course, to the location
canal within the National Forest.

Very sincerely yours,

Forest

Dr.

2017-FS-R6-01590-F

(PREPARE IN TRIPLICATE--1 EACH FOR REGION, SUPERVISOR, AND DISTRICT OFFICE)
(REQUIRED ONCE ONLY FOR ALL PROJECTS ON OR PARTLY ON NATIONAL FOREST LANDS--
SUBMIT REVISION AFTER ANY MAJOR CHANGE IN PROJECT WORKS)

GENERAL INFORMATION

NAME OF PROJECT: Square Lake FOREST: Wenatchee

OWNER: Icicle Irrigation District DISTRICT: Leavenworth

AUTHORITY: Division of Hydraulics STREAM: Prospect Creek

PRIMARY PURPOSE: Reservoir Control YEAR CONSTRUCTED: 1939
(If Power Give HP Capacity)

LOCATION: Section 22 ; Township 25N ; Range 13E ; Meridian Willamette

DRAINAGE AREA: Total 1.3 Sq.Mi.; National Forest 1.3 Sq. Mi.

FULL POOL AREA: Total 74 Acres; National Forest 74 Acres

PERCENT OF DAM ON N.F. (OR L.U.) LAND: 100; GROSS STORAGE CAPACITY 1850 Ac. Ft.

ADMINISTRATIVE CLASSIFICATION, (FSM 5670.21); A X B (B) C

HAZARD CLASSIFICATION, (FSM 5670.22); High ____ Moderate X Low (Low)

FSM 7500.1 7500.2

DAM STRUCTURE DATA

LENGTH: 370 Feet; TOP WIDTH: 10 Feet; HEIGHT: 72 Feet

SIDE SLOPE: UPSTREAM ½ : 1; DOWNSTREAM ½ : 1

MATERIAL: Earth X Masonry ____ Concrete ____ Wood ____ Other grav.

CORE WALL: Clay ____ Masonry ____ Concrete ____ Metal ____ None X

OUTLET DATA

TYPE: Tunnel ; SIZE: 5' x 7' ; CAPACITY: 310 cfs

TYPE OF OUTLET CONTROL Gate

EMERGENCY SPILLWAY DATA

DESIGN DISCHARGE: None cfs.; ____ cfs/sq.mi.

WIDTH (AT CREST): BOTTOM ____ Ft. ____ In.; TOP ____ Ft. ____ In.

DEPTH OF DESIGN FLOW IN SPILLWAY: ____ Ft., ____ In.; FREEBOARD: ____ Ft. ____ In.

MATERIAL: Concrete ____ Wood ____ Rock ____ Masonry ____ Earth ____ Gravel ____ Other ____

DATA COLLECTED BY: Ed Sage (Name), High. Engr. (Title), August 3, 1959 (Date)

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

Wenatchee National Forest
Supervisor's Office

REPLY TO: 5540 - Land Transfers
(2740)

July 19, 1972

SUBJECT: Memorandum of Understanding, Bureau of Fisheries and Wildlife
(Your ltr. 7/21/71 -- Our ltr. 4/14/72)

TO:

Regional Forester

Please advise us as to the status of the Memorandum of Understanding with the Bureau of Sport Fisheries and Wildlife. We have enclosed a copy of your July 21, 1971, letter and extra copy of the agreement.

A. C. WRIGHT
Forest Supervisor

P. B. Int-Hout
By

Enclosures

ZChappelle:zmc

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Wenatchee National Forest
Supervisor's Office

REPLY TO: 5540 - Land Transfers

April 14, 1972

SUBJECT: Memorandum of Understanding, Bureau of Fisheries and Wildlife

TO: Regional Forester

Please advise us as to the status of the Memorandum of Understanding with the Bureau of Sport Fisheries and Wildlife. We have enclosed a copy of your July 27, 1971, letter and extra copy of the agreement.

A. C. WRIGHT
Forest Supervisor

By E. W. GANO

Enclosures

cc:
District Ranger, Leavenworth

ZChappelle:zmc

Jef

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

Wenatchee National Forest
P.O. Box 811, Wenatchee, Washington

REPLY TO: 5540 Land Transfers

January 4, 1972

SUBJECT: Memorandum of Understanding, Bureau of Fisheries and Wildlife

TO: Regional Forester

We would like to explore other means of obtaining a necessary document to permit the Forest Service to manage the trails and the portions of the lake shore that are heavily used by the public on the Bureau's land. Hopefully we could obtain a cooperative agreement or memorandum of understanding such as many other governmental agencies use that occupy National Forest land. Reference is made to the memorandums of understanding and coop agreements between Bonneville Power Administration and the Forest Service that permits the B.P.A. to construct facilities on National Forest land.

As a last resort we may have to consider an easement on those lands that require expenditure of National Forest funds to accommodate the public on trails and associated use areas. We hope this last method is not a necessity. Any advice and counsel would be appreciated.

A. C. WRIGHT
Forest Supervisor

E. W. GANO

By

cc: D.R., Leavenworth w/attachments

PBInt-Hout:rs

To: Wenatchee

2017-FS-R6-01590-F

WENATCHEE N. F. RECD
DEC 22 1971
COPIES

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
REGION 6
P. O. BOX 3623, PORTLAND, OREGON 97208

REPLY TO: 5540 Land Transfers

August 27, 1971

SUBJECT: Memorandum of Understanding, Bureau of Fisheries and Wildlife

TO: Lands

JB
KS
RAM

We have reviewed the proposed Memorandum of Understanding between the Bureau of Sport Fisheries and Wildlife and the United States Forest Service transmitted with your memorandum of July 21.

We cannot agree to the conditions proposed. We have no authority to spend monies appropriated to the Forest Service for the care, protection and development of land under the jurisdiction of another Federal agency. Presumably the Bureau of Sport Fisheries and Wildlife is funded for the necessary care and protection of lands in their custody.

A similar arrangement which we have been advised exists in Region 1 has been reviewed with their Fiscal Agent. The agreement in Region 1 was never referred to the Division of Fiscal Control for review and they were unaware of its existence. However, they advised that the agreement is improper and would not have been approved if submitted for review. They are presently taking the necessary action to close out any improper arrangements.

Unless the Bureau of Sport Fisheries is able to transfer the land to the Forest Service, there is nothing we can do toward using appropriated funds for development of any improvements or care and maintenance of their land. If we have a trail or road crossing the land and have obtained the necessary easement or right-of-way, it will be satisfactory to continue operation and maintenance of existing facilities or to construct new facilities.

If we can be of any further assistance, please let us know.

Omer E. Riehl

OMER E. RIEHL
Acting Regional Fiscal Agent

cc: Wenatchee w/replies to 7/21 memo
Chief (for info.)
(R-6 L&M, 12/20/71, ks)

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
REGION 6
P. O. BOX 3623, PORTLAND, OREGON 97208

REPLY TO: 5540 Land Transfers

July 27, 1971

SUBJECT: Memorandum of Understanding, Bureau of Sport Fisheries and Wildlife

TO: Lands and Minerals

The May 14, 1971 proposed Memorandum of Understanding between the Bureau of Sport Fisheries and Wildlife and the Forest Service, which will permit the Forest Service to manage certain parcels of land, meets the needs of fish and wildlife. It has our approval.

for WILLIAM E. PINT
Acting Assistant Regional Forester
Range and Wildlife Management

Enclosure

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
REGION 6
P. O. BOX 3623, PORTLAND, OREGON 97208

REPLY TO: 5540 Land Transfers

July 26, 1971

SUBJECT: Memorandum of Understanding, Bureau of Fisheries and Wildlife

TO: Division of Lands and Minerals

We have reviewed the proposed Memorandum of Understanding with the Bureau of Sport Fisheries and Wildlife and concur that it will do the job.

You may wish to consider preparing the agreement for signature by the Regional Forester although this may depend upon how closely the Forest Supervisor has worked with the Bureau (FSH 2741.12).

ROBERT E. CAREY
Assistant Regional Forester
Operation

Enclosure

Wenatchee N. F.
P. O. Box 811, Wenatchee, Washington 98801

5540 Land Transfers
(2150)

February 20, 1973

Bureau of Sport Fisheries and Wildlife

Forest Supervisor
Snoqualmie National Forest
Attention: Dick Buscher

As you are aware, there are 657.33 acres in and around Snow Lakes in your wilderness proposals belonging to the Bureau of Sport Fisheries and Wildlife.

We tried four years ago to have this land transferred to the Forest Service. We were informed that this was impossible, in that the Bureau acquired these lands, "to carry out the National Bird Management Program." Note correspondence attached.

They may be hampered by regulations on transferring these lands, but there should be nothing to prevent the same Act of Congress that establishes the Wilderness, also, to transfer these lands to the National Forest.

We believe that it would be advisable to propose this transfer. We would then be legal in whatever administrative use that would be required.

A. C. WRIGHT
Forest Supervisor

P. B. Ini-Holt

By

Enclosure

cc: Jack Wright

JCFeigal:jd

WENATCHEE N. F. RECD
Supr.... B&F....
NOV 16 1972 Res....
Asst.... P.S....
Fire.... P.M....
Rec.... COPIES I&E....
Tbr.... R&U.... Rgr....
WS....

2017-FS-R6-01590-F

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Region 6
P.O.Box 3623,Portland,Oregon 97208

cc Lea 2-5-73 Jef.

REPLY TO: 5540 Land Transfer
(2740)

November 13, 1972

SUBJECT: Memorandum of Understanding, Bureau of Sports Fisheries and Wildlife

TO: Forest Supervisor, Wenatchee

Reference is made to the past correspondence on the proposed transfer of certain Bureau of Sports Fisheries and Wildlife lands to the Forest Service.

We have again gone the complete gamut of possibilities to resolve this problem with Fiscal Control and the Regional Attorney's Office. We find no relief.

We therefore suggest you obtain rights-of-way for the trails in the area built on the Sports Fisheries' lands as well as a right-of-way for a strip of land 200 ft. deep and a half-mile long or whatever length you need on the shore of Snow Lake for public use of the lake.

We have discussed this with the Bureau of Sports Fisheries and they say their representative in charge of the hatchery can grant you such an easement.

J. H. BRILLHART
Branch Chief, Land Adjustments
L&M

Suggest we plug it into the Wilderness Act for Trails for the Forest Service
Jef.

WENATCHEE NF
2017-FS-R6-01590-F
OCT 2 '81

United States Department of Agriculture — Forest Service — LEAVENWORTH R.D.

Supvr	Dep
LMP	Eng
Tech	Fire
AS	Lds
Fins	Min
Fit	LA
I&E	RWWS
IP	Soil
Per	WS
Rec	
Tsr	DR
	TC
	Rec

Reply to: 5400 - Landownership

Date: September 30, 1981

Subject: USDI - Fish and Wildlife Service Lands (Snow and Nada Lakes)

To: Forest Supervisor, Wenatchee N.F.

I recently met with Ralph Malsam, Manager of the Leavenworth National Fish Hatchery. One of the discussion topics was the management of FWS lands surrounding Snow and Nada Lakes. My desire is to see those lands transferred to the National Forest for continuity of administration, site rehabilitation and enforcement of regulations. To my surprise, Ralph thought the lands were already under N.F. jurisdiction. His position is that the FWS neither wants to administer them nor are they able to do it.

The lands and waters are located in Sections 9, 17, 18, 19, and 20, T.23N., R.17E., and total about 700 acres more or less. Mr. Malsam vaguely remembers some type of past written agreement on administration of the area, as did Orville Vanderlin. Apparently it had been searched for, about fifteen years ago, but was not found in files of the District, S.O. or R.O.

The only concern of the FWS is that they be able to retain flexibility to draw down the lakes if necessary during low water years. Mr. Malsam indicated he would look again for a copy of any existing agreement and I indicated we would do the same. If nothing can be found (and we cannot find one here), I suggest we start a proposal back through the proper procedure. This is consistent with the Alpine Lakes Act which states in Section 4 (a):

> "Notwithstanding any other provision of law, any Federal property located within the management unit may, with the concurrence of the agency having custody thereof, be transferred without consideration to the administrative jurisdiction of the Secretary for use by him in carrying out the purposes of this Act."

Now that this matter has been reopened, we would like to pursue it. A similar case I am familiar with in Missoula resulted in an Executive Order being issued transferring jurisdiction from the Dept. of Defense to the Dept. of Agriculture.

Please check the records again for any existing agreements and advise us as to what the next steps should be to affect the transfer.

Stephen L. Morton

STEPHEN L. MORTON
District Ranger

2017-FS-R6-01590-F

Wenatchee
National
Forest

301 Yakima Street
P.O. Box 811
Wenatchee, WA 98801

5540 Land Transfers

October 9, 1981

USDI - Fish and Wildlife Service Lands within Alpine Lakes Wilderness (Snow and Nada Lakes)

District Ranger, Leavenworth RD

This letter is in response to your proposal of September 30. I concur with your proposal to transfer the Fish and Wildlife Service lands to the National Forest Service.

The first step should be a letter from the F&WS documenting their willingness to make the transfer. You can probably do this best working through Ralph Malsom.

A land transfer report as outlined in FSM 5541.22 (Amend. #5, 3/73) will be needed. We can rough this out in this office and coordinate it with both you and the Regional Office.

We will also need to know what method the F&WS used to acquire the land. There may have been management constraints in the title. If so, we need to know what they are. Again, you can best initiate this through Ralph.

We have made a search of our records for a copy of the 1968 memorandum of understanding. No copy was found. We made a similar search in 1979 with the same results. At that time, we also consulted with the Regional Office and the USF&WS offices in Portland and Seattle. No signed copy of the memorandum of understanding was found. (A copy of a 1979 note from Kelly Huff, Land Status Specialist in the R.O., is enclosed.)

If a memorandum of understanding is needed, I suggest we make a final check with the Region and the F&WS. If we do not turn up a copy, a new memorandum of understanding would seem to be in order.

Please let me have your thoughts on how you wish to proceed.

DONALD H. SMITH
Forest Supervisor

Enclosure

JVanderlin:jc:blg

Supr	Don
LMP	Ken
AO	Fred
AS	Lee
Fisc	Bob
Fit	LA
I&E	Rosemary
IP	Gail
Per	Wes
Rec	
Tbr	Dan
	JC
	Rick

U S DEPARTMENT OF AGRICULTURE — **SPEED-MEMO** | PART NUMBER 1 | DATE May 7, 1979

2017-FS-R6-01590-F

TO
WENATCHEE NF
Orv Vanderlin

sent out 5/13/79 KK

FROM
RO - Lands and Minerals

SUBJECT
5540 Transfers
Memorandum of Understanding
Bureau of Fisheries and Wildlife
(Snow Lakes)

MESSAGE *(WRITE CONCISE MESSAGE. SIGN AND FORWARD PARTS 1 AND 2 TO ADDRESSEE. RETAIN PART 3)*

This is to confirm our telephone conversation on this date. I have been unable to locate a signed copy ofthe proposed memorandum of understanding (see above).

I have searched the 2740 files in this office as well as talked to Walt Bennett about this file.

As a further search, I have contacted RO Fish and Wildlife, Watershed Management, and Range Management (since Range and Wildlife were once one unit). In addition, I called the U. S. Fish and Wildlife office in Portland. They do not have a signed copy. They contacted their field office and were unable to locate a signed copy.

If you have any further suggestions of people I might be able to contact I will be glad to make further search, but am at a complete loss now.

WENATCHEE NF
MAY 10 '79

SUPR	DR
DEP	TCD
P & AO	
AO	ENG
	FIRE
PS	LD & MN
CONT	WS
FISC	WS
I & E	R & WL
PER	REC
PROG	TBR
	SOILS
LU PLN	
TBR INV	

SIGNATURE
Kelly Huff

REPLY *(USE THIS SPACE FOR REPLY. SIGN AND DATE. RETURN PART 2 TO SENDER. RETAIN PART 1)*

SIGNATURE | DATE

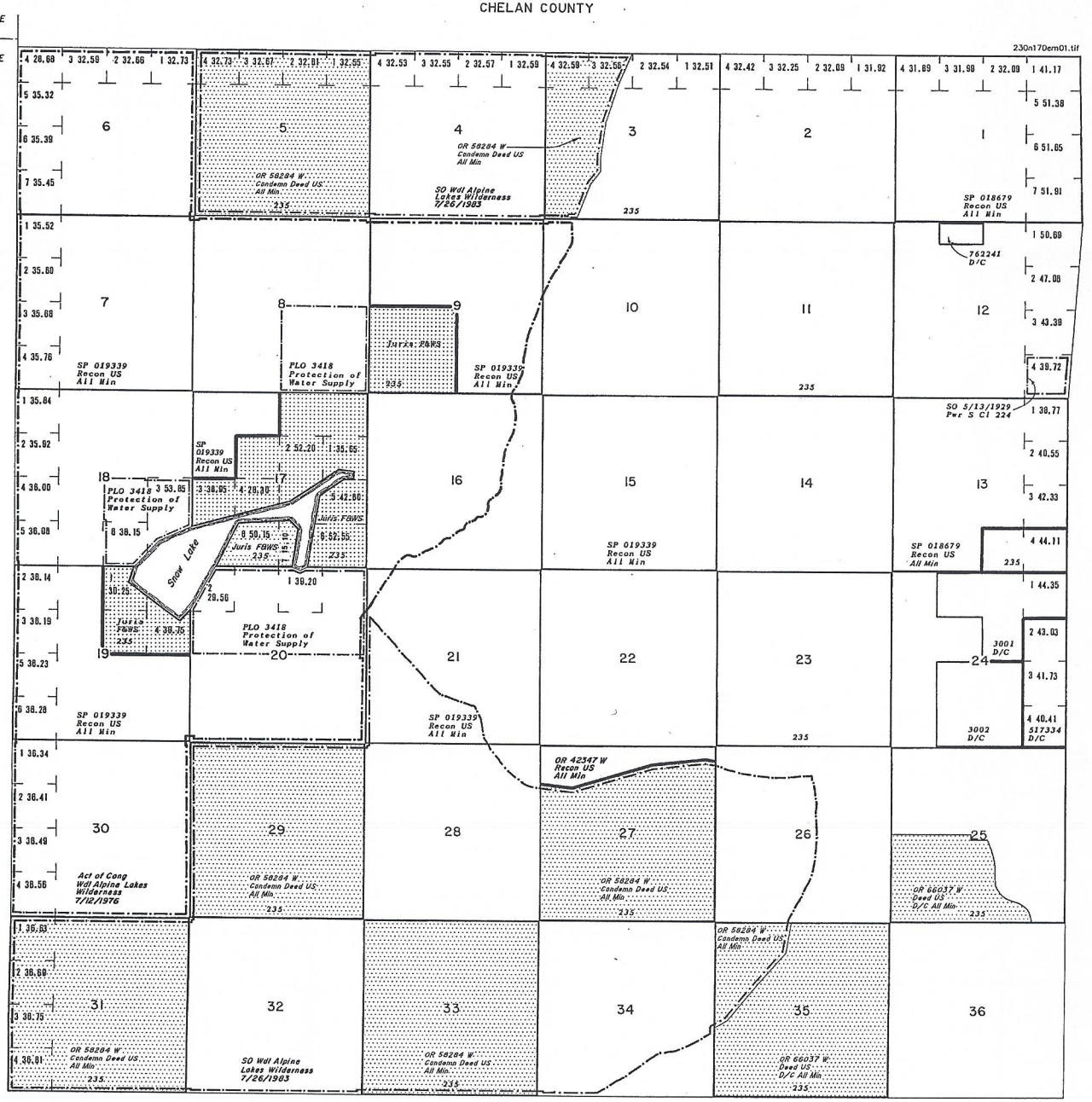
FORM AD-311 (REV. 5-68)

2017-FS-R6-01590-F

TOWNSHIP 23 NORTH RANGE 17 EAST OF THE WILLAMETTE MERIDIAN, WASHINGTON

SPOKANE DISTRICT - WENATCHEE RA

CHELAN COUNTY



STATUS OF PUBLIC DOMAIN LAND AND MINERAL TITLES AND ACQUIRED LANDS

MT PLAT

INDEX TO SEGREGATED TRACTS

RESURVEY	ORIGINAL SURVEY			
TRACT NO	T	R	SEC	SUBDIVISION

FOR ORDERS AFFECTING DISPOSAL OR USE OF UNIDENTIFIED LANDS WITHDRAWN FOR CLASSIFICATION, MINERAL, WATER AND/OR OTHER PUBLIC PURPOSES, REFER TO INDEX OF MISCELLANEOUS DOCUMENTS.

Refer to HI for PL 167, R/W, Esmt, 44LD513, on all lands, see MTP and HI for US rights on private land

All Tp included in Wdl Wenatchee NF

FILE REF: 230n170em01.tif	ACAD Map2000/GTX RasterCAE 6.0
CONVERT JPEG: 06/29/2000	BY: H. GISCH
LAST UPDATE: 08/06/2009	BY: D. LEAVENWORTH
POSTED TO PUBLIC RECORDS: 09/08/2009	
SURVEYED TOWNSHIP	
SURVEYED COORDINATE SOURCE:	
GCDB NAD 83 CURRENT TO:	N/A
IMAGE SOURCE:	SCANNED ORIGINAL NTP
PROJECTION:	N/A
COORDINATE ELEVATION:	N/A
SOURCE FOR METES & BOUNDS:	N/A
NOTES:	
USE PLAT:	

T. 23 N.
R. 17 E.

WARNING STATEMENT

This plat is the Bureau's Record of Title, and should be used only as a graphic display of the township survey data. Records hereon do not reflect title changes which may have been affected by lateral movements of rivers or other bodies of water. Refer to the cadastral surveys for official survey information.

2017-FS-R6-01590-F

FOREST SERVICE

Region 6
P. O. Box 3623, Portland, Oregon 97208

REPLY TO: 5540 Land Transfers

July 21, 1971

SUBJECT: Memorandum of Understanding, Bureau of Fisheries and Wildlife

TO: Operation, Fiscal Control, and Range & Wildlife

Since 1969 the Wenatchee National Forest has been working with the Bureau of Sports Fisheries & Wildlife on the possibility of transfer of certain BF&W lands to the jurisdiction of the Forest Service (see copy of Banko's memo - 7/1/69).

It has been determined by the Regional Attorney that the Fish & Wildlife Coordination Act of March 10, 1934, can not be used to transfer such lands to the Forest Service. As an alternative, it has been determined a Memorandum of Understanding could be used which would permit the Forest Service to manage the Bureau's land under the "multiple-use concept including recreation use and development."

Such a Memorandum has been drawn up by the Wenatchee National Forest. A copy is attached for your review and comments.

If this Memorandum of Understanding meets with your approval, we will initiate action to have it signed by the Regional Director and Regional Forester. Please return the attached copy of the Memorandum with your reply.

LLOYD H. WARNER

by J. N. BRILLHART
Branch Chief, Land Adjustments
Lands and Minerals

Enclosure

cc: Wenatchee

JNBrillhart:pah

2017-FS-R6-01590-F

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
REGION 6
P. O. BOX 3623, PORTLAND, OREGON 97208

WENATCHEE N F SUPP
JUL 22 1971
COPIES
A.O.... Eng.... Fire.... Rec.... Lbr....
B&F.... Res.... A.S.... P.M.... I&E.... Rgr....
R&U.... WS....

2740

REPLY TO: ~~5540~~ Land Transfers

July 21, 1971

SUBJECT: Memorandum of Understanding, Bureau of Fisheries and Wildlife

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If this Memorandum of Understanding meets with your approval, we will initiate action to have it signed by the Regional Director and Regional Forester. Please return the attached copy of the Memorandum with your reply.

LLOYD H. WARNER

For J. H. BRILLHART
Branch Chief, Land Adjustments
Lands and Minerals

Enclosure

cc: Wenatchee

MEMORANDUM OF UNDERSTANDING

between

BUREAU OF SPORT FISHERIES AND WILDLIFE

AND

UNITED STATES FOREST SERVICE

THIS AGREEMENT, made and entered into this _____ day of _____, 1971, between the Bureau of Sport Fisheries and Wildlife, Department of the Interior, hereinafter referred to as the Bureau, and the Forest Service, United States Department of Agriculture, hereinafter referred to as the Service,

WITNESSETH that,

WHEREAS THE BUREAU has sole jurisdiction and control of the following described land:

T. 23 N., R. 17 E., Willamette Meridian
Section 9, $SW\frac{1}{4}$
Section 17, Government Lots 1, 2, 3, 4, 5, 6, 7 and 8, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$
Section 19, Government Lots 1 and 4, $SE\frac{1}{4}NE\frac{1}{4}$

WHEREAS THE SERVICE is desirous of obtaining use of the subject tract;

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto that the Bureau's prime interest in the tract is for watershed, water quality control and carry out the National Bird Management Program.

That the Service will be permitted to manage the land under the multiple use concept including recreational use and development.

In consideration of the use privileges contained herein the Service agrees to the following terms and conditions:

1. All use and development will be consistent with the Bureau's use and objectives and subject to the Bureau's concurrence.

2. Water use requirements of the Service will be subject to the Bureau's approval.

3. Care and protection of the land surface from all causes will be the responsibility of the Service.

4. Neither party shall assume herein any obligation without legal authority. Nothing contained herein shall require either agency to expend funds in excess of appropriations.

5. No cutting or clearing will be done without written approval of the Bureau.

6. This Memorandum of Understanding may be amended at any time by mutual consent and can be terminated in 90 days upon delivery of a written notice of intent to terminate.

IN WITNESS WHEREOF the Bureau and the Service have through their respective officials hereinafter affixed their signatures.

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF SPORT FISHERIES AND WILDLIFE

Date: _____ By _____
Regional Director

UNITED STATES DEPARTMENT OF AGRICULTURE

WENATCHEE NATIONAL FOREST

Date: _____ By _____
Forest Supervisor

JMD
5/14/71