

AL 2.

Report of
NORTH DAKOTA STATE WATER CONSERVATION COMMISSION
1301 State Capitol
BISMARCK, NORTH DAKOTA

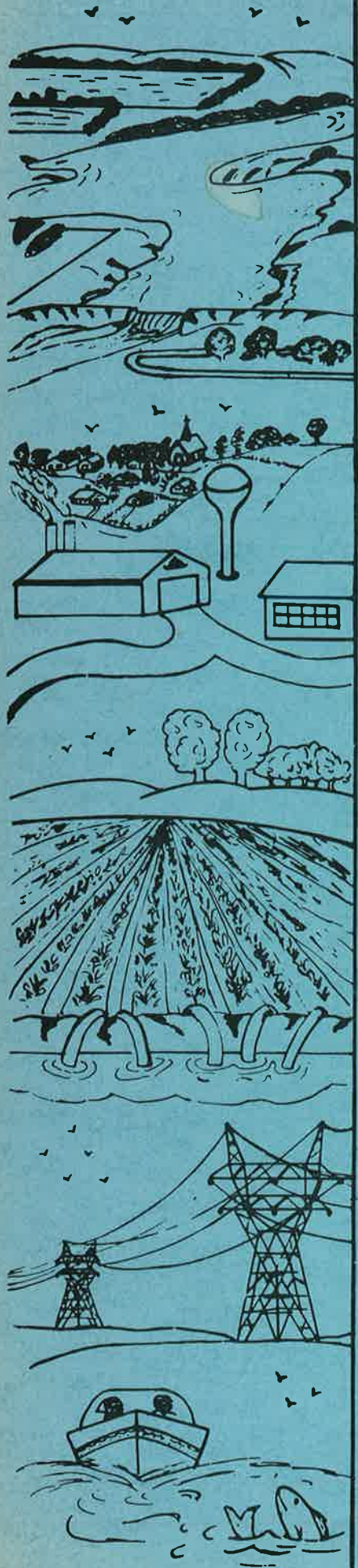
QUEEN CITY DAM & RECREATION AREA
STARK COUNTY

SORA Proj. #45-3 (SWC Proj.#1409)

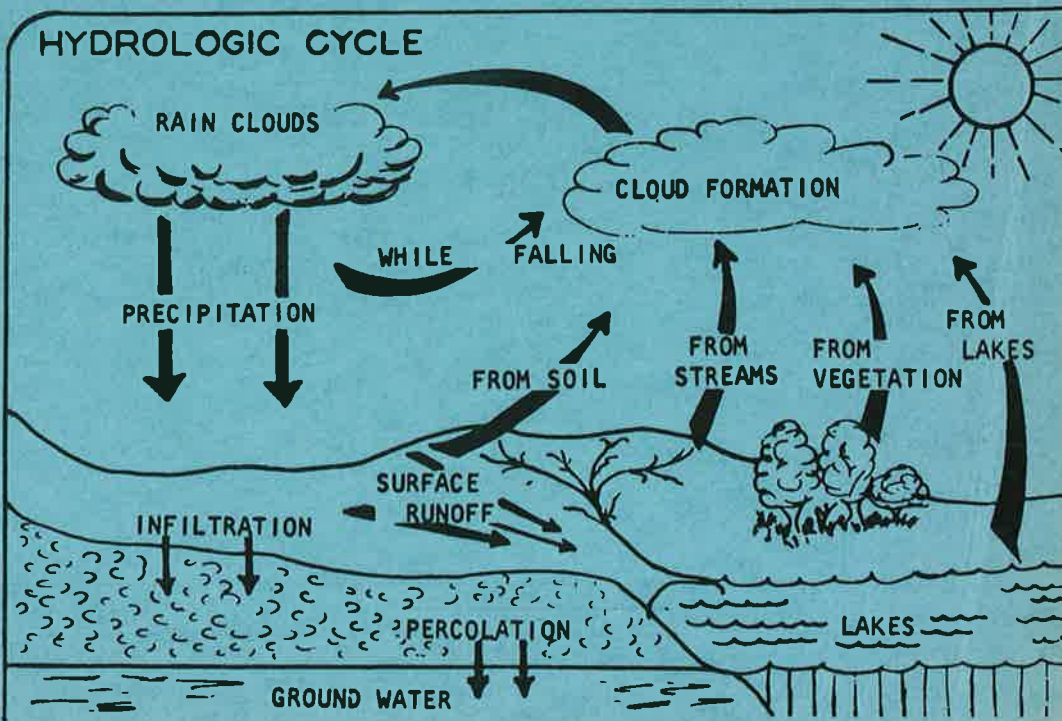
Prepared in cooperation
with the

North Dakota State Outdoor Recreation Agency
North Dakota State Game and Fish Department
City of Dickinson

November 1, 1966



HYDROLOGIC CYCLE



North Dakota State Water Commission

1301 State Capitol

223-8000 Ext. 251

Bismarck, North Dakota 58501

November 1, 1966

Mr. John Greenslit
State Liaison Officer
State Outdoor Recreation Agency
State Capitol
Bismarck, North Dakota

RE: Queen City Dam and Recreation Area, SWC Proj. #1409
SORA Proj. #45-3

Dear John:

Enclosed are seven copies of a project proposal for the Queen City Dam and Recreation Area, Stark County, prepared by our office in cooperation with the City of Dickinson, State Game and Fish Department and the State Outdoor Recreation Agency.

Copies of the proposal are being provided all interested agencies. Please keep us advised of the project's progress as it is submitted to the Bureau of Outdoor Recreation for a Federal grant from the Land and Water Conservation Fund.

We appreciate the cooperation of all concerned in the preparation of this proposal.

Sincerely yours,

Milo W. Hoisveen
Milo W. Hoisveen
Engineer-Secretary

MWH:JS:kl

cc James Gerou, Dickinson
Russ Stuart, Bismarck
Harold Hanson, New England

Governor William L. Guy
Chairman
Richard P. Gallagher
Vice Chairman - Mandan

Harold Hanson
New England
Russell Dushinske
Devils Lake

Henry J. Steinberger
Donnybrook
Gordon K. Gray
Valley City

Arne Dahl, Ex-Officio Member
Comm. of Agriculture & Labor
Milo W. Hoisveen, Secretary
Chief Engineer & State Engineer

NORTH DAKOTA STATE WATER COMMISSION

PROJECT REPORT

NAME: Queen City Dam and Recreation Area, Stark County
PROJECT: SWC #1409 - SORA #45-3
DATE: November 1, 1966

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DEPARTMENT OF THE INTERIOR
BUREAU OF OUTDOOR RECREATION
PROJECT PROPOSAL - DEVELOPMENT

LEAVE BLANK FOR BOR USE ONLY

Date Received	Priority	Project Number
---------------	----------	----------------

Project Officer

Use this form for submission of individual projects which will develop lands and waters to facilitate their use by the public for outdoor recreation. If concurrent Acquisition is being undertaken, check here

SECTION 1

1. State or Territory
North Dakota

2. Name and address of agency responsible for project
City of Dickinson, c/o James K. Gerou, City Auditor
Dickinson, North Dakota

3. Project Title
Queen City Dam and Recreation Complex, Stark County, SORA Project #45-3

4. Brief description of project
The Queen City Dam and Recreation Complex is located in Section 8, Township 139 North, Range 96 West, Stark County, adjacent to the City of Dickinson (1960 pop. 9,971). The old railroad dam which had impounded 175 acre-feet of water is to be reconstructed. Water area will be 21½ acres and 19 acres adjacent to the reservoir is to be developed for various outdoor recreation activities. A golf course exists near the reservoir and is part of the 91 acre park owned by Dickinson. Reconstruction of the reservoir and installation of recreation use facilities will meet the need for such facilities at an urban center. The proposed installation will enhance the park's natural beauty.

SWC Project #1409

5. Duration of project from March 1967 to Nov. 30, 1967

6. Federal assistance requested \$41,000

7. Recommended priority A

8. Name, Organization, and Title of individual having day-to-day responsibility for direction of project
LOREN HAACKE, President
Dickinson Park Board
Dickinson, North Dakota

9. Name and Address to appear on check
Milo W. Hoisveen, State Fiscal Officer, 1301 State Capitol, Bismarck, North Dakota 58501

10. TERMS AND CONDITIONS: In submitting this Project Proposal, the State hereby accepts the Terms and Conditions set forth in the BOR Grants-in-Aid Manual, which will be a part of the Project Agreement for any grant awarded under this proposal.

11. CERTIFICATION: As the official designated to represent the State and act for the State for purposes of the Land and Water Conservation Fund Act, I recommend that assistance be made available from the Fund, when monies are available, in accordance with the recommended priority. No financial assistance has been given or promised under any other Federal program or activity with regard to the proposed project. The State or public agency to be responsible for the proposed project has the ability and

intention to finance its share of the costs of this project. The Applicant will not discriminate against any person on the basis of race, color, or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P. L. 88-354 (1964), and of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17.

(Signature)

JOHN GREENSLIT (Name)

(Date)

State Liaison Officer

(Title)

12. For State use

Dist.
6 BOR
1 SORA
1 G & F
1 Dickinson
8 WC
BOR 8-91

November 1, 1966

Sargent County Teller, Milnor

SECTION 11 - TABULAR SUMMARY OF PROJECT ELEMENTS AND COSTS

Identify the phase or element of the Development Project suggested by the line items. Indicate additional breakdown of work elements necessary and desirable to allocate work assignments and costs.

	DATE OF		ESTIMATED COST	TOTAL ESTIMATED COST	
	BEGINNING	COMPLETION			\$
				Amount of Federal development assistance requested	\$ 82,000
					41,000
DEVELOP SITE PLANS & SPECIFICATIONS				Source of remainder of funds City of Dickinson, State Water Commission, State Outdoor Recreation Agency, State Game and Fish Department	
A. Dam & Reservoir	3-1-67	6-30-67	\$700		
B. Recreation Facility	3-1-67	6-30-67	300		
DEVELOP CONSTRUCTION PLANS AND SPECIFICATIONS				FOR CONCURRENT ACQUISITION AND DEVELOPMENT PROJECT SUBMISSIONS	
A. Dam & Reservoir	3-1-67	6-30-67	1,000	Total estimated acquisition value	\$
B. Recreation Facility	3-1-67	6-30-67	1,000	Total estimated development costs	\$
PREPARE SITE				TOTAL	\$
				Total amount of Federal assistance requested	\$
A. Dam & Reservoir	7-1-67	11-30-67	42,000	Source of remainder of funds	
B. Recreation Facility	7-1-67	11-30-67	37,000	No other Federal funds have been requested for this project.	
UNDERTAKE CONSTRUCTION					
A.					
B.					
OTHER				SIZE IN ACRES OF ENTIRE AREA OR PARK	SIZE IN ACRES OF AREA TO BE DEVELOPED UNDER THIS PROPOSAL
A.				Land	Water
B.				70	21½
				Land	Water
				19	21½

SECTION 111 - ATTACHMENTS

Attach, by reference number, the following supplemental documents necessary to process this Development Project Proposal:

- D-660-1 *Project Plan and Justification.* A. Description of how the proposed project is in accord with the State outdoor recreation plan and would help meet priority needs identified in the plan. B. Summary of area, its nature and relation of development to the area. Indicate how the natural beauty of area will be enhanced. C. Descriptive outline of proposed accomplishments with funds requested. Indicate contemplated other uses of the area. D. List of names of organizations which will undertake the development and how this will be performed. E. Economic feasibility data, or other types of data to indicate extent and kind of use to be made of the completed area or facility. F. Plans for operations and maintenance.
- D-660-2 *Maps and Charts.* A. Simple site plans or maps showing total area, in addition to area to be developed. Annotate to show plans for, or existing streets, highways, waterlines, sewers, etc. to be located on or near the area. (Key to allow location within State, County, or city.) Indicate uses now made of the area by applicant or other agencies or individuals. B. Description of all legal rights to the area to be held by applicant and any other person or organization.
- D-660-3 *Agreements.* A. Agreements or arrangements made with other organizations for participating in project, including operation and maintenance of completed facility.

The terms shown below need *not* be submitted with the project proposal. However, during the course of execution of an approved project, the applicant should be prepared to submit them to the Bureau for review, as follows:

- D-660-4 *Plans.* A. Site plans, specifications and cost estimates. B. Construction plans, specifications and cost estimates. These *must* be submitted for review and approval before construction may proceed on a structure to cost in excess of \$100,000.
- D-660-5 *Contracts.* A. Copies of pertinent contracts, as specifically required by the Bureau of Outdoor Recreation;

NORTH DAKOTA STATE WATER COMMISSION

Project Justification Report - Development

Queen City Dam and Recreation Area, Stark County

SORA Project #45-3

SWC Project #1409

June 10, 1966

D-660-1 Project Plan and Justification:

A. Activities which have a significant gap in the demand - supply Table #3 shown in Part 3, Volume 1 of the initial State Outdoor Recreation Plan include fishing, boating, camping and winter sports. Facilities proposed for the area will assist in filling these gaps and will assist in satisfying local unmet needs for outdoor recreation activities at an urban center.

Goals for outdoor recreation in North Dakota include:

1. Further the development of an enjoyable urban and rural environment;
2. Stimulate the state's economy through development of recreation resources to provide more permanent employment as well as part-time employment during the slack seasons of other industries and non-school months;
3. Support the constructive use of increased leisure time and increased disposable income of our citizens;
4. Coordinate geographic distribution of outdoor recreation facilities to make them available to all the people of the state;
5. Encourage increasing quantity and quality of our natural, cultural and recreational resources in such a manner that people will regard North Dakota with greater pride;
6. Promote the physical fitness and mental health of individuals through provision of suitable outdoor recreation resources;

7. Encourage the acquisition, protection, interpretation, development and multiple-use management of natural and cultural resources; and
8. Emphasize the preservation and conservation of wildlife and scenic resources that are outstanding and unique in scientific and other values.

This proposed project will help North Dakota meet these goals for outdoor recreation.

In accordance with the State Plan's priority system, the Queen City Recreation Complex would merit 140 points based on its various activities use, outstanding natural beauty, preservation of resources and no additional land acquisition.

B. Located adjacent to the City of Dickinson, (1960 population-9,971), the Queen City Dam and recreation area lies within a park area owned by the City which has constructed a golf course on the south and east side of the proposed reservoir. A site plan for this development is included with this proposal. The dam is to be rebuilt and a new spillway installed to create a 21½ acre reservoir within the 91½ acre park. Nineteen acres around the reservoir are to be developed for picnicking and camping with basic public use facilities for the general public.

The reservoir will form a scenic pond in the park and the natural beauty enhanced by tree plantings and area landscaping.

C. The project is designed for various outdoor recreation uses and will be developed by a cooperative local-state-federal endeavor with the costs allocated as follows:

	<u>Preliminary Engineering</u>	<u>Dam</u>	<u>Facilities</u>	<u>Total</u>
State Water Commission	\$1,500	\$10,500	-	\$12,000
State Outdoor Recreation Agency (WC allocation)	-	-	3,000	3,000
Game & Fish Department	-	7,000	-	7,000
Dickinson Bureau of Outdoor Recreation	-	3,500	15,500	19,000
	<u>1,500</u>	<u>21,000</u>	<u>18,500</u>	<u>41,000</u>
TOTALS	\$3,000	\$42,000	\$37,000	\$82,000

1. Preliminary engineering funds are to be utilized in obtaining necessary soils and topographic data, design the structure and facilities and prepare the plans and specifications for the project. Estimated cost of preliminary engineering is \$3,000.

2. Dam construction funds will be used to rebuild the old railroad dam embankment and install a new spillway to create a $21\frac{1}{2}$ acre reservoir with a 187 acre-foot capacity. Average depth of the reservoir will be 8.9 feet.

3. Recreation and basic public use facilities to cost \$37,000 will be installed as shown in the enclosed cost estimate. It is anticipated these facilities would be installed during the period July 1 - November 30, 1967.

D. Agencies cooperating in the project's development include the Dickinson Park Board, North Dakota State Game and Fish Department, North Dakota State Water Commission, North Dakota State Outdoor Recreation Agency and, if qualified, the Bureau of Outdoor Recreation.

The State Water Commission is providing the preliminary engineering services and will reconstruct the dam and install a new spillway. The Park Board is to install the recreation and public use facilities. All entities are participating financially in the project's development.

E. It is anticipated the project will serve a 20 mile radius area which has a 15,000 population. Anticipated annual visitation is 20,000 with an assumed value per visitation of \$1. Total investment is estimated at \$82,000 with an estimated 30 year life. Annual operation and maintenance is estimated at \$3,500 and depreciation at \$2,733 for total annual costs of \$6,233. With estimated annual benefits of \$20,000 less \$6,233 annual costs, the average annual benefits are \$13,767.

Assuming the \$82,000 total costs were invested for 30 years at 4% interest compounded annually, we would have a total product of \$265,958. With net annual benefits of \$13,767 for 30 years, we would receive total benefits of \$413,010 indicating a benefit-cost ratio of 1.55:1.

F. The Dickinson Park Board will operate and maintain the project. Fish are to be planted in the reservoir by the State Game and Fish Department. During periods of low water supply, Heart River waters nearby will be utilized to maintain the reservoir level at crest elevation of the spillway. Operation and maintenance funds for the project will be obtained from the park district tax levies. No admission charges are contemplated and the facilities will be open to the general public regardless of race, color or creed.

G. Work on site plans and specifications was initiated in May, 1965 and is scheduled for completion by June 30, 1967. Construction plans and specifications for the dam will be completed by June 30, 1967 and the specifications for the recreation facilities are to be completed by June 30, 1967. Construction of the dam and appurtenant facilities is scheduled to start on July 1, 1967 and be completed by November 30, 1967.

D-660-2 Maps and Charts:

A. Maps, charts and pictures included with this proposal are as follows:

1. State map showing project location in relation to other projects in the state.
2. Aerial photo of Dickinson showing project area.
3. Area - capacity curve for reservoir.
4. SWC Map #6478-1409-4 "Queen City Dam - reservoir topography."
5. SWC Map #6550-1409-6 "Queen City Dam - recreation area and facilities."
6. SWC Map #6608-1409-14 "Queen City Dam - reservoir and surrounding area."
7. SWC Map #6346-1409-1 "Embankment, inlet and outlet detail."
8. SWC Map #6347-1409-2 "Inlet steel detail."

D-660-3 Agreements:

A. Agreements included with this project proposal are as follows:

1. Agreement for investigation and survey for reconstruction of Queen City Dam between State Water Commission and City of Dickinson, dated October 25, 1966.
2. Project assurances provided by the City of Dickinson to the North Dakota State Outdoor Recreation Agency on January 11, 1965 and Junior Chamber of Commerce letter supporting project.
3. Agreement for construction, financial participation and operation and maintenance of the project between the City of Dickinson, North Dakota State Water Commission, North Dakota State Outdoor Recreation Agency and North Dakota State Game and Fish Department.
4. The land owned by the City was transferred to them by the Northern Pacific Railroad Company, A copy of the deed is included with this proposal along with water permit #1374 issued by the North Dakota State Engineer.

Prepared by -

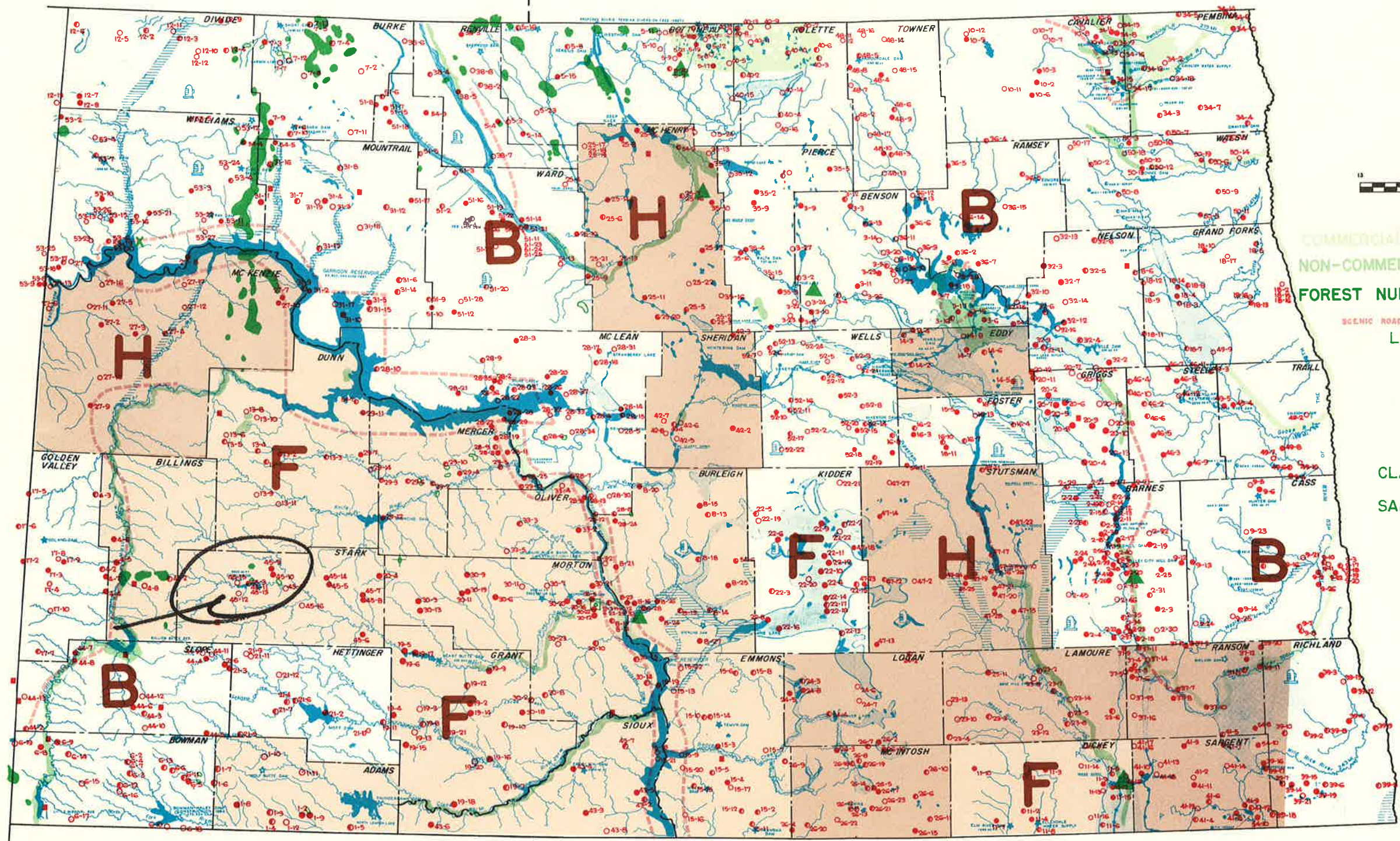

Jim Schulz, Assistant Secretary
North Dakota State Water Commission

Distribution:

6 BOR
1 SORA
8 SWC
1 G & F
1 Dickinson

45-3

Map No. 6 - Potential Recreation Resources in North Dakota



- GENERAL LEGEND**
- COMMERCIAL FOREST ■
 - NON-COMMERCIAL FOREST ■
 - FOREST NURSERIES ▲
 - SCENIC ROADS ---
 - LIGHT WEIGHT AGGREGATE PIT (Mandan) ○
 - OIL FIELDS ■
 - LIGNITE MINES ■
 - CLAY PITS (Hebron) ⊕
 - SALT PLANT (Williston) X

- LEGEND**
- EXISTING RECREATION AREAS ●
 - POTENTIAL RECREATION AREAS ○
 - EXISTING & POTENTIAL RECREATION AREAS ⊙
 - POINTS OF GEOLOGIC INTEREST ■
 - EXISTING DAM ★
 - PROPOSED DAM ☆
 - DAM TO BE RECONSTRUCTED ☆
 - CANALS - GARRISON DIVERSION —
 - COUNTY GROUNDWATER STUDY ■
 - COUNTY GROUNDWATER STUDY COMPLETED ■
 - SHADED AREAS (BLUE) GROUNDWATER AQUIFER

B.... PREDOMINANT CASH GRAIN FARMS
 F.... PREDOMINANT LIVESTOCK FARMS & RANCHES
 H.... GENERAL FARMS, NO PREDOMINANCE
 Data Source: U.S. Census of Agriculture 1959, Vol. I, Part 18, North Dakota

"BUY NORTH DAKOTA PRODUCTS"

0-57

AZV-2T-100



NORTH DAKOTA STATE WATER COMMISSION

TO: Milo W. Hoisveen, Chief Engineer
FROM: Cliff Scott, Design Engineer
SUBJECT: Queen City Dam - Design Data, Project #1409
DATE: November 1, 1966

Location:

NE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 8, Township 139 North, Range 96 West, Stark County.

General Information:

Queen City Dam is an old railroad dam on the west edge of Dickinson which has been given to the city. It impounded about 175 acre-feet of water on the south side of the Northern Pacific Railroad. The City of Dickinson has constructed a golf course around the reservoir and a club house is located on the east side.

The dam itself consists of an earth embankment about 900 feet long and 20 feet high with 48 inch pipe spillway. In the spring of 1965, water entered the reservoir so rapidly that the dam was overtopped and a portion washed out.

The soils in the area are very sandy and high rate of percolation is indicated. The old dam was constructed with a wooden sheet piling core. The wood wall controls seepage through the embankment. However, there is evidence that seepage below and around the dam was quite high.

Proposal:

It is proposed that the dam be rebuilt and a new spillway installed. This will be done by installing sheet piling to replace that which has been washed out and installing a drop inlet with a pipe outlet to protect the embankment from being washed out by overtopping. The embankment would be built up and replaced and seeded to grass.

Data on proposal.

Embankment:

Overall length	800'
Length of break	100'
Crest elevation	2412' MSL
Height	21'

Outlet:

Size drop inlet	5' x 9'
Size outlet tube	48"
Crest drop inlet	2405' MSL
Capacity @ W.S. El. 2410' MSL	273 CFS
Size end section	72"

Reservoir:

Area @control elevation 2405' MSL	21½ AC
Capacity @Control elevation 2405' MSL	187 AF
Maximum depth WS @ 2405' MSL	14½ ft.
Average depth WS @ 2405' MSL	8.9 ft.

Hydrology:

Drainage Area	3.8 mi. ²
25 year flood (USGS)	470 CFS
50 year flood (USGS)	700 CFS
100 year flood (USGS)	930 CFS
100 year rainfall flood	1191 CFS
100 year rainfall flood	113 AF
Average annual evaporation	40 AF
Average Annual runoff (into reservoir)	224AF
Average annual spill (includes Seepage)	184 AF

Annual spill actually will be greater than computed since the city plans to pump water from the Heart River to maintain the reservoir at control elevation. The pump and pipe for this operation are in place.

The soil conditions rule out the possibility of installing an emergency spillway for the dam. With an emergency spillway, a smaller and less expensive service spillway could have been designed.

Steel sheet piling will be placed across the washed out space in the embankment and lapped over the piling which has not been washed out. The cost of piling for 150 feet of length along the dam would be about \$20,000.

Dist.

- 6 - BOR
- 1 - SORA
- 8 - SWC
- 1 - Game & Fish Dept.
- 1 - Dickinson

NORTH DAKOTA STATE WATER COMMISSION

PRELIMINARY COST ESTIMATE

May 24, 1966

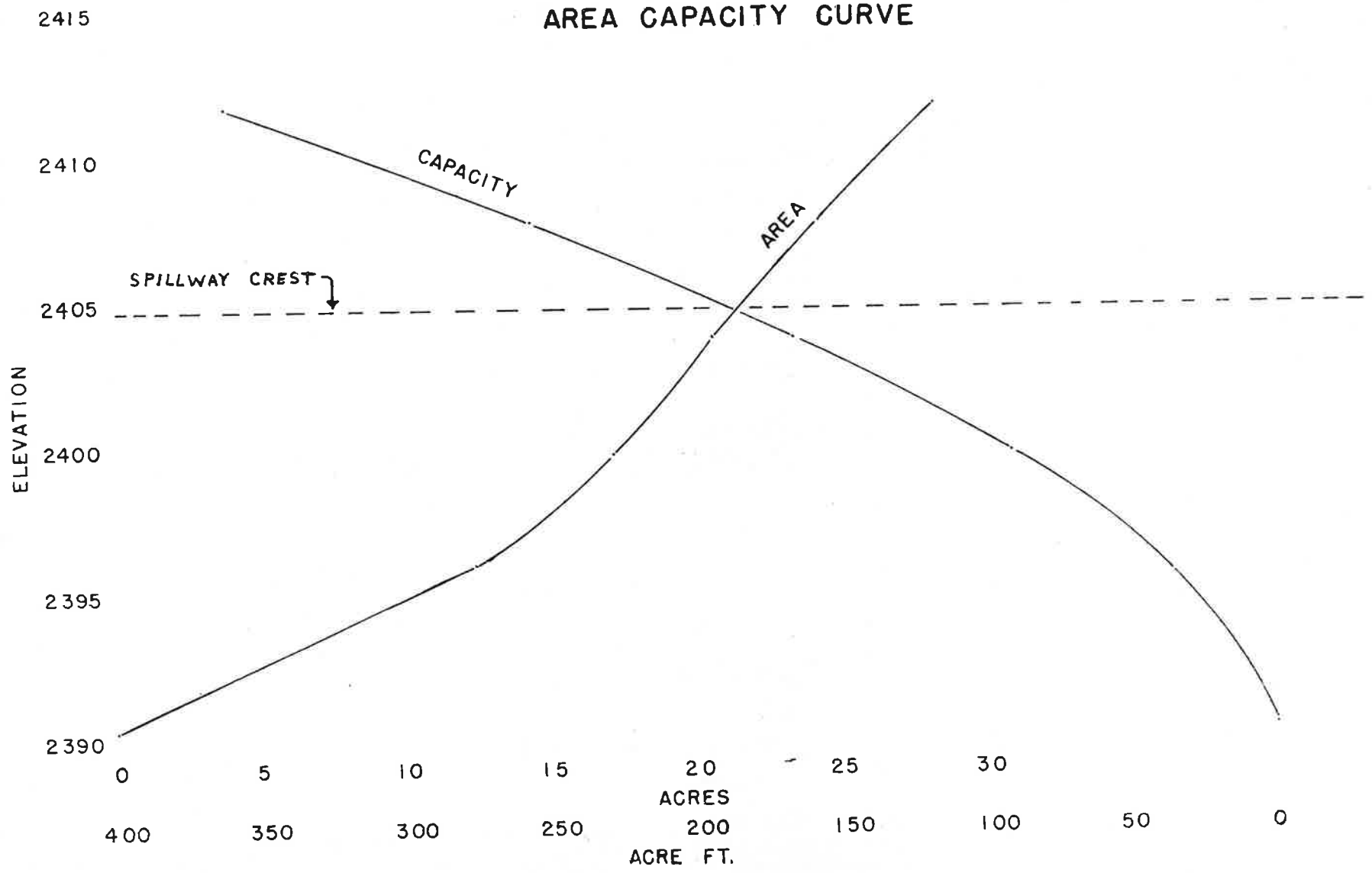
QUEEN CITY DAM #1409

Sheet Piling (CSSP) 3900 ft. ² @\$4.50	\$17,550.
Rip Rap - 200 yd. ³ @\$5.00	1,000.
6" WSP - 20' @\$2.25	45.
Concrete - 23.4 yd. ³ @\$110.	2,575.
48" RCP - Class III, 90' @\$25.	2,250.
72" RCP - Flared End Section	365.
Tie for Pipe	200.
72" RCP, Class II, 12' @\$45.	540.
Treated Timber Pile - 40 ft. @\$5.	200.
Earth Fill - 6000 yd. ³ @80¢ per yd. ³	4,800.
Water Control	<u>2,500.</u>
Subtotal	\$32,025.
Contingencies	4,725.
Engineering, Inspection, etc.	<u>3,150.</u>
Indirect Costs	<u>2,100.</u>
	\$42,000.

H. A. Sandwick

H. A. Sandwick, Office Engineer

QUEEN CITY DAM
 PROJ. NO. 1409
 AREA CAPACITY CURVE



1-18-66 E.D.S.

North Dakota State Water Commission
Preliminary Cost Estimate
Queen City Dam and Recreation Area - SWC Proj. #1409
March 28, 1966

Item	Number	Estimated Unit Cost	Estimated Total Cost
1. Picnic Area			
a. Table	35	\$ 40	\$1,400
b. Concrete Shelter	2	2,850	5,700
c. Fiberglass Shelter	6	500	3,000
d. Fire Place (cast iron)	20	35	700
e. Trash Receptacle	20	15	300
f. Comfort Station (double)	3	1,000	3,000
g. Drinking Fountain	3	Lump Sum	2,415
2. Play Ground			
a. Big Slide	1	600	600
b. Swing (6 unit Fiberglass Pony)	1	600	600
c. Animal Springdom	8	75	600
d. Dome Whirl (Fiberglass)	1	650	650
e. Pony Whirl	1	350	350
f. Turtle (Fiberglass)	1	250	250
g. Jack & Jill Playhouse	1	750	750
h. Swing (3 unit)	1	200	200
3. Boating Area			
a. Dock (Floating)	1	500	500
4. Parking Area			
a. Motor grader	60 hrs.	15	900
b. C.M.P. 24"	108'	5	540
c. Crushed gravel	650 CY	1.50	975
d. Barriers	330	3	990
5. General Area Development			
a. Foot paths	5,280	1	5,280
b. Mercury Vapor Lites	8	25	200
c. Trees, shrubs, landscaping		Lump Sum	2,000
		Sub Total	<u>31,900</u>
		Engineering	3,190
		Indirect Costs	<u>1,910</u>
			\$37,000

NORTH DAKOTA STATE OUTDOOR RECREATION AGENCY
Project Economic Feasibility Report
Benefit-Cost Ratio

Project Queen City Dam and Recreation Complex
Location (Co.) Stark SORA # 45-3

I. BASIC DATA

A. Radius of anticipated use - 20 miles
B. Population within use area - 15,000
C. Anticipated annual visitation - 20,000
D. Investment (~~include-land~~) - \$ 82,000
E. Estimated life of facilities - 30 years

II. ANNUAL COSTS

A.. Operation and Maintenance - \$ 3,500
B. Depreciation (I.D ÷ I.E) - \$ 2,733
C. Total annual costs - \$ 6,233

III. ANNUAL BENEFITS

A. Assumed value per visitation - \$ 1
B. Est. Annual Benefits (III.A x I.C) - \$ 20,000
C. Average Annual Net Benefits - \$ 13,767
(III.B - II.C)

IV. BENEFIT-COST RATIO

A. Factor for value of I. compounded
30 yrs. @ 4 % = 3.24339751
(Standard - 30 yrs. @4% = 3.24339751)
B. Product of Investment (I.D) x factor (IV.A) - \$ 265,958
C. Total benefits (III.C x I.E) - \$ 413,010
D. Benefit-cost ratio (IV.C ÷ IV.B) - 1.55:1

Green Form - D-660-1.E

6/1/66

A G R E E M E N T
For Investigation Or Survey

THIS AGREEMENT made and entered into by and between the State Water Commission, hereinafter referred to as the Commission, party of the first part, and City of Dickinson whose post office address is Dickinson, North Dakota hereinafter referred to as the Applicant, party of the second part,

WHEREAS, City of Dickinson (Name of Applicant) has requested the Commission to investigate, or survey, and study the feasibility and desirability of the following proposed undertaking (describe proposed undertaking or project):

Reconstruction of Queen City Dam located in Section 8, Township 139 North, Range 96 West.

and

WHEREAS, in order to investigate, or survey, and study the undertaking proposed by Applicant, a deposit of Two Hundred (\$200.00) Dollars is required, under rules and regulations prescribed by the State Water Commission, to cover the cost of such investigation, or survey, and study of the feasibility and desirability of the proposed undertaking; and

WHEREAS, if the cost of such investigation, or survey, and study does not equal or exceed the amount deposited with the Commission, the excess deposit will be credited to and returned to the Applicant, or if the undertaking is approved by the Commission, and carried out, the entire deposit will be applied to the cost of the undertaking as part of local contribution to its construction;

NOW, THEREFORE, the parties hereto agree as follows:

1. Applicant agrees to deposit with the Commission the sum of Two Hundred (\$200.00) Dollars to partially cover the cost of an investigation, or survey, and study of the desirability and feasibility of the proposed undertaking.

2. If, after investigation, or survey, and study of the proposed undertaking it is determined that it is not feasible, or that it will be of no public benefit, or if Applicant shall notify the Commission of abandonment of the proposed undertaking, or if the Applicant fails to show an intent to proceed with the undertaking within 18 months after the date of the deposit, the Applicant shall be furnished a statement of the expenses incurred in

(200-8/64)

conducting the investigation, or survey, and study thereof, and any balance of Applicant's deposit remaining unexpended shall be returned to Applicant.

3. If, however, the proposed undertaking shall, after investigation, or survey, and study, be found to be feasible, and of benefit to the public, the Applicant shall be notified accordingly.

Dated this 25th day of October 1965.

ATTEST

James K. Gerou
James K. Gerou, City Auditor

CITY OF DICKINSON

David J. Price
David J. (Applicant) Price
President, City Commission

STATE WATER COMMISSION

By Milo W. Holsman
Chief Engineer

Distribution:

- 1 Applicant ✓
- 1 SWC - Project File ✓
- 1 SWC Acct.

PART E - PROJECT ASSURANCES

NORTH DAKOTA STATE OUTDOOR RECREATION AGENCY
1301 STATE CAPITOL
BISMARCK, NORTH DAKOTA

(for use of SORA office only)
(SORA PROJECT NO. _____)
(DATE RECEIVED _____)
(PRIORITY _____)

1. APPLICANT City of Dickinson AGENCY
Dickinson, N. D. ADDRESS
PROJECT IS LOCATED IN Hank COUNTY

2. PROJECT IDENTIFICATION: TITLE Queen City Dam SORA NO. _____
LEGAL DESCRIPTION: 1/4 and 1/2 of SEC. 8 TWP 129 RGE 96
SCOPE OF PROJECT: 33 acre tract (includes water) for local recreation, tourist stops, fishing and picnic area. To be contracted through the City and State Water Comm.

TO BE STARTED May 19 66 . TO BE COMPLETED October 19 66

IN SUBMITTING THIS PROJECT PROPOSAL City of Dickinson
(Name of Applying Agency)

HEREBY CERTIFIES THAT:

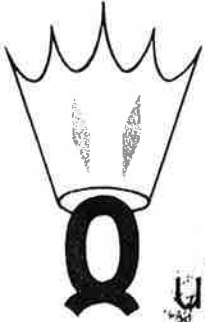
- A. No financial assistance has been given or promised under any other Federal program or activity with regard to this proposed project.
- B. The Applicant responsible for the proposed project has the ability and the intention to finance its share of the project.
- C. The Applicant accepts the obligation to comply with applicable laws, rules and regulations in effect at the time of the award and to the further terms and conditions of the Bureau of Outdoor Recreation Manual in effect at the time of the award.
- D. Property acquired under this program will be placed in use as an outdoor recreation facility and will be retained for such use in perpetuity or otherwise as provided and agreed to in the project agreement. Prior approval of the North Dakota State Outdoor Recreation Agency will be obtained before any other disposal is made of such property.
- E. The Applicant has the intent and ability to finance the operation and maintenance of the facility being developed for so long as is required.
- F. No foreign uses of such property, other than those described in the proposal will be permitted unless approved in advance by the North Dakota State Outdoor Recreation Agency. In the event foreign use is made of such project the Applicant shall, within one year of such foreign use, reimburse the North Dakota State Outdoor Recreation Agency the cost of the project, less the amount of such cost paid by the Applicant.
- G. If for any reason it shall become necessary for any department or agency of the State of North Dakota to expend State funds in order to fulfill any obligations which the Applicant has agreed to perform in the construction and maintenance of this project. the Applicant shall, within a one year period, reimburse the State department or agency the amount of funds expended for such maintenance or operation.
- H. The Applicant understands that qualification of this project proposal by the North Dakota State Outdoor Recreation Agency does not in itself constitute an obligation or award of requested funds and does not guarantee that funds will necessarily be made available for the project.
- I. The Applicant will supply development specifications and detailed plans to the North Dakota State Outdoor Recreation Agency as requested to do so by the Executive Officer of the Agency.
- J. The Applicant shall, within thirty days after completion of the project, submit to the North Dakota State Outdoor Recreation Agency a certified and itemized statement of its expenditures made in connection with the project, and shall, upon request, make all financial records available to the North Dakota State Outdoor Recreation Agency at any time.

SUBMITTED BY City of Dickinson, North Dakota APPLICANT
(Name of Applying Agency)

David J. Price TITLE President-City Commission DATE Jan. 11, 1966
(Authorized Representative)

ATTESTED BY: JAMES K. BEROU TITLE City Auditor DATE Jan. 11, 1966
(Authorized Representative)

(Authorized Representative) TITLE _____ DATE _____



DICKINSON

Jaycees

of The Prairie

June 20, 1966



Post Office Box 1187
Dickinson, North Dakota

Milo Hoisveen
State Water Engineer
State Water Commission
Bismarck, North Dakota

Dear Mr. Hoisveen:

We, the Dickinson Jaycees, have passed a resolution supporting the rebuilding and restocking of the Dickinson Dike. We realize that this cannot be done with just a few dollars, but we also feel that in the past few years the area has been a great recreational area for many of the younger age groups, as well as the adults. We value it as very essential for our community since it is easily accessible for all age groups.

We, as an organization, have watched this for a year now, and as of this date nothing very concrete has been done about it. We feel that ample time has been given, and it seems as though nothing will be done about it again this year.

We would like to see some definite action taken on this project in the very near future because, as we stated before, we feel that this project is very essential to the youth of our community. If there is anything that our organization can do to help speed up the matter or support, please contact us, and we will do our utmost to carry out your wishes.

Yours, very truly,

Gordon H. Fisher
Chairman

GHF:mmw

CC: Governor Guy

State Game & Fish Department
Dickinson City Commission

Dist.
SWC Proj. # 1409
SWC Acct.
Local Proj. Participant

SWC Proj. # 1409

SORA Proj. # 45-3

A G R E E M E N T
CONSTRUCTION OF WORKS

THIS AGREEMENT is entered into by and between:

(1) The North Dakota State Water Commission, hereinafter referred to as the Commission, acting by and through, Milo W. Hoisveen, Secretary and Chief Engineer;

(2) The N.D. State Outdoor Recreation Agency hereinafter referred to as the Agency, acting by and through Milo W. Hoisveen,
(name)
Executive Officer;
(title)

(3) The N.D. State Game & Fish Department, hereinafter referred to as the Department, acting by and through Russell Stuart,
(name)
Commissioner;
(title)

(4) The City of Dickinson, hereinafter referred to as the City, acting by and through David J. Price,
(name)
President of City Commission
(title)

I. Project, Location and Purpose

WHEREAS, the parties to this Agreement propose to construct the following:
Queen City Dam and recreation facilities at and near the resulting
reservoir.
hereinafter referred to as the Project, located in Section 8, Township 139 North,
Range 96 West, Stark County, North Dakota, the purpose of which is
to provide a reservoir for water-related outdoor recreation activities and
provide public use facilities for the area.

NOW, THEREFORE, IT IS AGREED:

II. Drawings and Specifications

That the Project shall be constructed in accordance with drawings

and specifications of the Commission, approved by
the Agency, Department, and City,

which drawings and specifications, SWC Map #6550-1409-6
"Site plan", #6478-1409-4 "Reservoir topography" and #6608-1409-14
"Reservoir and Surrounding Area" (describe)

are by this reference made a part of this Agreement to the same force and effect as if they were incorporated into the body of this Agreement.

III. Costs and Allocations

That the estimated cost of the various Project elements and their allocation to the Project participants shall be as follows:

A. Preliminary Engineering and Investigations - Total Estimate \$ 3,000

- 1. North Dakota State Water Commission - \$ 1,500 or 50 %
- 2. _____ \$ _____ or _____ %
- 3. _____ \$ _____ or _____ %
- 4. _____ \$ _____ or _____ %
- 5. Bureau of Outdoor Recreation \$ 1,500 or 50 %

B. Land and/or Easement Acquisition - Total Estimate \$ none

- 1. North Dakota State Water Commission - \$ _____ or _____ %
- 2. _____ \$ _____ or _____ %
- 3. _____ \$ _____ or _____ %
- 4. _____ \$ _____ or _____ %
- 5. _____ \$ _____ or _____ %

C. Construction of Main Works - Total Estimate \$ 42,000

- 1. North Dakota State Water Commission - \$ 10,500 or 25 %
- 2. _____ \$ _____ or _____ %
- 3. Department \$ 7,000 or 16 2/3 %
- 4. City \$ 3,500 or 8 1/3 %
- 5. Bureau of Outdoor Recreation \$ 21,000 or 50 %

V. Operation and Maintenance

That the City of Dickinson shall operate and maintain the Project in accordance with rules and regulations prescribed by the Department, Agency, & Commission.

VI. Indemnification

That the City does hereby accept responsibility for, and holds the Commission and the Department and Agency harmless from, all claims and damages to public or private properties, rights, or persons arising out of the construction, operation, and maintenance of the Project. In the event a suit is initiated or judgment entered against the Commission or Agency or Department the City shall indemnify them for any settlement arrived at or judgment satisfied.

VI. Changes in Responsibilities

That changes in any responsibilities of the parties hereto or conditions herein stated will not be effective or binding unless such changes or conditions are made in writing, signed by the parties concerned and attached hereto.

VIII. Other Stipulations

1. BOR cost allocations assume qualification and funding of the project through the Land and Water Conservation Fund Act.
2. SORA commitments are subject to full Agency approval.
3. Total State Game and Fish Department participation in the project is limited to \$7,000.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year indicated below.

WITNESS:

DATE:

NORTH DAKOTA STATE WATER COMMISSION

By:

Siome Heland

9-27-66

Milo W. Howson
Secretary and Chief Engineer

N.D. State Outdoor Recreation Agency

By:

Siome Heland

9-27-66

Milo W. Howson Executive Officer

N.D. State Game & Fish Department

By:

Alison Zoller

10-7-66

Russell D. Stewart Commissioner

Attest: James K. Derou
City Auditor

City of Dickinson

By:

Phil [Signature] President
City Commission

THIS INDENTURE, Made this 3rd day of November, 1960, between the NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation hereinafter called "Railway Company," and the CITY OF DICKINSON, a municipal corporation of the State of North Dakota, hereinafter called "City."

WITNESSETH:

WHEREAS, the Railway Company owns certain water facilities constructed on its property in and near the City of Dickinson, North Dakota, which facilities are no longer required in the operation of its business as a common carrier; and

WHEREAS, the said City desires to acquire said facilities and portions of the said property upon which said facilities are located, for the purpose of incorporating said facilities into the water system of the City.

WHEREAS, the Railway Company is willing to donate to the City the said facilities and property hereinafter described;

NOW, THEREFORE, the Railway Company does hereby give, transfer, and convey unto the City of Dickinson those certain water facilities hereinafter described and all parts and appurtenances thereof located on the Railway Company's property situate in the County of Stark and State of North Dakota:

1. (Reservoir) Consists of a concrete dam, an earth dyke and a dredged supplementary reservoir.
2. (Pumping and treating plant building) Consists of a 34-foot by 35-foot brick building with a 35-foot by 60-foot frame extension.
3. (Pumping and treating equipment) Consists of one 9-inch by 12-inch Gould triplex pump with 50 horsepower motor and a miscellaneous lot of inside pipe connections, one 30-foot by 20-foot steel settling tank, one 12-foot by 21-foot steel reaction tank, two 6-foot by 4-foot soda-lime vats, one 2-foot by 4-foot coagulant vat with accessories, one steel flume, two steel ladders, sludge systems for settling and reaction tanks, one soft water collector, indicator system, four sets of stirrer mechanisms, one Permutit pressure filter, 3 tons of structural steel supports, one 1500-pound-capacity steel winch, one 3-foot by 4-foot hoist cage, one chemical hopper and spout, one 2-foot by 3-foot alum-dissolving tub, one 8-inch by 8-inch Warren water engine, 3 small Warren chemical pumps, two 4-inch Fairbanks centrifugal pumps, one 8-inch Worthington centrifugal pump, one 10, one 15, and one 30-horsepower induction motor, one lot of minor accessories, wiring connections in rigid conduit, and all pipe connections for the above-described equipment.
4. (Water tank) One 100,000-gallon wood water tank opposite Railway Company Station 5780+41 on a 28-foot-high steel tower.

5. (Water tank) One 100,000-gallon wood water tank opposite Railway Company Station 5779+69 on a 28-foot-high steel tower.
6. (Pipe lines) Consist of 1012 feet of 12-inch, 362 feet of 10-inch, and 390 feet of 8-inch cast iron pipe lines from reservoir to pump house; 10,960 feet of 10-inch and 308 feet of 14-inch cast iron pipe supply line to water tanks; 1100 feet of 15-inch and 26 feet of 6-inch heavy tile drain lines, 22 feet of 14-inch cast iron pipe, 21 feet of 4-inch wrought iron pipe and one valve box, together with miscellaneous valves, fittings and connections.
7. (Electric power transmission system) Consists of 25,000 lineal feet of number 6 insulated copper wire with insulators, ties, and fittings supported on 70 cedar poles, with cross arms, guys, and accessories, and three transformers and 6725 lineal feet of numbers 4 and 6 insulated copper wire with glass insulators supported on 12 cedar poles with cross arms and insulators; also

The Railway Company does hereby also give, transfer and convey unto the City of Dickinson its real property located in said County of Stark and State of North Dakota, described as follows, to-wit:

Tract 1. Commencing at a point on the center line of the Northern Pacific Railway, as now constructed on, over, and across the Northwest Quarter ($NW\frac{1}{4}$) of Section Eight (8), Township One Hundred Thirty-nine (139) North, Range Ninety-six (96) West of the Fifth Principal Meridian, where the north and south center line of said section intersects the center line of said railway; thence south, along said north and south center line, seventeen hundred fifty-four and eight tenths (1754.8) feet; thence in a northwesterly direction, on a line making an angle of forty degrees forty-nine minutes ($40^{\circ}49'$) west from the last-mentioned center line, thirteen hundred twenty-three and eight tenths (1323.8) feet; thence in a northeasterly direction, on a line making an angle of seventy-five degrees thirty-nine minutes ($75^{\circ}39'$) east from said last-mentioned line, a distance of eight hundred sixty and five tenths (860.5) feet, to a point in the center line of said railway three hundred seventy-five (375) feet from the point of beginning; thence along said center line of railway three hundred seventy-five (375) feet to the place of beginning, excepting therefrom that portion of the right of way of the Northern Pacific Railway Company included within the above description, containing seventeen and eight tenths (17.8) acres, more or less, being the same premises conveyed to the Northern Pacific Railway Company by Warranty Deed dated March 14, 1899, recorded March 21, 1899 in Book 8 of Deeds, Pages 206-7, records of Stark County.

- Tract 2. (a) The east twenty (20) feet of the Northwest Quarter Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Eight (8), in Township One Hundred Thirty-nine (139) North of Range Ninety-six (96) West, lying south of the right of way of the Northern Pacific Railway Company's main line, containing twenty-three hundredths (.23) acre; also
- (b) The south six hundred (600) feet of the Southwest Quarter Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) of Section Eight (8), in Township One Hundred Thirty-nine (139) North of Range Ninety-six (96) West, and the east twenty (20) feet of said Southwest Quarter Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) lying north of the south six hundred (600) feet of said Southwest Quarter Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$), containing eighteen and forty-six hundredths (18.46) acres, more or less; also
- (c) All that portion of the Northeast Quarter Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section Eight (8), Township One Hundred Thirty-nine (139) North, Range Ninety-six (96) West, lying south of the south right of way line of the Northern Pacific Railway Company and west of that certain tract of land conveyed to the Northern Pacific Railway Company by Warranty Deed dated March 14, 1899, recorded March 21, 1899 in Book 8 of Deeds, Pages 206-7, records of said Stark County, containing nine and ninety-eight hundredths (9.98) acres, more or less; also
- (d) All that portion of the Southeast Quarter Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section Eight (8), Township One Hundred Thirty-nine (139) North, Range Ninety-six (96) West, lying southwesterly of that certain tract of land conveyed to the Northern Pacific Railway Company by said Warranty Deed dated March 14, 1899, containing thirty-six and sixty-eight hundredths (36.68) acres, more or less, being the same premises conveyed to the Northern Pacific Railway Company by Warranty Deed dated November 9, 1909 and recorded February 11, 1910 in Book 26 of Deeds, Page 146, records of Stark County.
- Tract 3. (a) The north six hundred (600) feet of the Northwest Quarter Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$) of Section Eight (8), Township One Hundred Thirty-nine (139) North, Range Ninety-six (96) West, containing eighteen and eighteen hundredths (18.18) acres, more or less; also

- (b) The north six hundred (600) feet of the Northeast Quarter Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) of Section Eight (8), Township One Hundred Thirty-nine (139) North, Range Ninety-six (96) West, and the east five hundred fifty-three (553) feet lying south of the north six hundred (600) feet of said Northeast Quarter Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$), containing twenty-seven and fourth-nine hundredths (27.49) acres, more or less; also
- (c) The north one hundred eighty (180) feet of the Southeast Quarter Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of Section Eight (8), Township One Hundred Thirty-nine (139) North, Range Ninety-six (96) West, lying east of a line five hundred fifty-three (553) feet westerly from the east line of said Southeast Quarter Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$), containing two and twenty-six hundredths (2.26) acres, more or less, being the same premises conveyed to the Northern Pacific Railway Company by Warranty Deed dated January 13, 1910 and recorded February 11, 1910 in Book 25 of Deeds, Page 478, records of Stark County.

- Tract 4.
- (a) All that portion of the Northwest Quarter Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section Eight (8), Township One Hundred Thirty-nine (139) North, Range Ninety-six (96) West, lying south of Northern Pacific Railway Company's right of way west of a line drawn from the center of said Section Eight (8) to a point in the south right of way line of said Railway Company, said point being seven hundred (700) feet easterly from the north and south center line of said Section Eight (8), measured along said south right of way line; also
 - (b) All that portion of the Southwest Quarter Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$) of Section Eight (8), Township One Hundred Thirty-nine (139) North, Range Ninety-six (96) West, lying westerly of a line drawn from center of said Section Eight (8) to a point seven hundred (700) feet easterly from the north and south center line of said Section Eight (8), measured along the south right of way line of the Northern Pacific Railway Company's main track, as the same is now located, across said Section Eight (8), containing eighteen and seventy-six hundredths (18.76) acres, more or less, being the same premises conveyed to the Northern Pacific Railway Company by Warranty Deed dated December 20, 1910, and recorded January 6, 1911 in Book 27 of Deeds, Page 371, records of Stark County.

Excepting from the premises hereinabove described as Tracts 2 (b), 2 (d), 3 (a), 3 (b), and 3 (c),

The south six hundred (600) feet of the Southwest Quarter Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) and the north six hundred (600) feet of the Northwest Quarter Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$) of Section Eight (8), Township One Hundred Thirty-nine (139) North, Range Ninety-six (96) West, Fifth Principal Meridian, containing thirty-six and fifty-four hundredths (36.54) acres, more or less; also

Those portions of the Southeast Quarter Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) and of the Northeast Quarter Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) of said Section Eight (8) described as follows: Beginning at a point in the west line of the Northeast Quarter Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) distant six hundred (600) feet south of the east and west center line of said Section Eight (8); thence east parallel with said east and west center line a distance of seven hundred seventy-three and five tenths (773.5) feet to a point distant five hundred fifty-three (553) feet west of the east line of said Northeast Quarter Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$); thence north thirty-two degrees forty-eight minutes ($32^{\circ}48'$) west fourteen hundred twenty-seven and six tenths (1427.6) feet to a point in the west line of said Southeast Quarter Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) distant six hundred (600) feet north of the east and west center line of said Section Eight (8); thence south along the west line of the East Half West Half ($E\frac{1}{2}W\frac{1}{2}$) of said Section Eight (8) twelve hundred (1200) feet to the point of beginning, containing ten and sixty-five hundredths (10.65) acres, more or less, being the same premises conveyed to the United States of America by the Northern Pacific Railway Company by Warranty Deed dated September 7, 1949; and also

The north one hundred eighty (180) feet of the Southeast Quarter Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of Section Eight (8), Township One Hundred Thirty-nine (139) North, Range Ninety-six (96) West, Fifth Principal Meridian, lying east of a line one hundred eighty (180) feet westerly from the east line of said Southeast Quarter Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$), being the same premises conveyed to Paul Mann by the Northern Pacific Railway Company by Quitclaim Deed dated August 20, 1957.

Excepting and reserving unto the Railway Company, its successors and assigns, forever, all minerals of every nature whatsoever, including but not limited to uranium, coal, iron, natural gas and oil in, upon, or under all of the above-described land, hereby given, transferred and conveyed together with the right to the use of such part of the surface as may be necessary or convenient for the purpose of exploring for (by geological, geophysical, or other methods), and drilling for, producing, mining, extracting, taking, storing, and transporting the same; together with the right to the use of such subsurface strata as may be necessary or convenient for the purpose of underground storage or injection of oil, gas, or other hydrocarbons, water or other substances therein, whether produced from the land or elsewhere, and also together with the right to the use, in common with the City, its successors or assigns, of such water as may be found in, upon, or produced from said premises as may be necessary or convenient for its operations. The Railway Company, its successors and assigns, shall only be obligated to reasonably compensate the City or its successors or assigns for actual physical damage to buildings, fences, or other structures upon said land, sustained as a result of the use thereof by the Railway Company, its successors or assigns.

The water facilities and real property hereby given, transferred and conveyed are shown by GREEN and RED colors, respectively, on the map hereto attached dated April 14, 1960, marked Exhibit "A", and made a part hereof.

The Railway Company hereby reserves the right to enter upon said premises for the purpose of placing and maintaining riprapping or whatever other protection it considers necessary along those portions of its right of way adjacent to said real property herein conveyed.

TO HAVE AND TO HOLD the above-described water facilities and real property, subject to the reservations and restrictions herein contained, unto said City, its successors and assigns, FOREVER.

The City through its duly authorized officers has fully examined and inspected the real property hereby given, transferred and conveyed and also the water facilities described in items 1 through 7 above and all parts and appurtenances thereof, and has in all respects accepted and approved the same in their present condition, and accepts this instrument with the understanding that the Railway Company has made no representations nor warranties respecting the nature or condition of said water facilities or any of their parts or appurtenances, and in accepting this instrument the City acknowledges the receipt of said water facilities and the real property hereby given, transferred and conveyed as a gift from the Railway Company.

The conveyance hereby made is subject to those certain rights granted to others as follows:

Permit No. 78613 dated August 16, 1954 to the Queen City Oil and Refining Co. for water pipe line.

Permit No. 72600-10 dated July 1, 1950 to the Northwestern Bell Telephone Co. for telephone lines.

