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
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  
Engineer-Secretary

MWH:JS:kl

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

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 □

<table>
<thead>
<tr>
<th>Date Received</th>
<th>Priority</th>
<th>Project Number</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Project Officer

SECTION 1

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

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 21\(\frac{1}{2}\) 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.

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)
State Liaison Officer (Title)

12. For State use
Dist. BOR SORA G & F Dickinson
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.

<table>
<thead>
<tr>
<th>DATE OF STUDY</th>
<th>ESTIMATED WORK</th>
<th>TOTAL ESTIMATED COST</th>
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<tbody>
<tr>
<td>BEGINNING</td>
<td>COMPLETION</td>
<td>AMOUNT OF FEDERAL DEVELOPMENT ASSISTANCE REQUESTED</td>
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<tr>
<td>DEVELOP SITE PLANS &amp; SPECIFICATIONS</td>
<td></td>
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<tr>
<td>Dam &amp; Reservoir</td>
<td>3-1-67</td>
<td>6-30-67</td>
</tr>
<tr>
<td>Recreation Facility</td>
<td>3-1-67</td>
<td>6-30-67</td>
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<tr>
<td>DEVELOP CONSTRUCTION PLANS AND SPECIFICATIONS</td>
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<td>Dam &amp; Reservoir</td>
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<td>Recreation Facility</td>
<td>3-1-67</td>
<td>6-30-67</td>
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<tr>
<td>Recreation Facility</td>
<td>7-1-67</td>
<td>11-30-67</td>
</tr>
</tbody>
</table>

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 I 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 en-
   vironment;

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 150 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 21\(\frac{1}{2}\) acre reservoir within the 91\(\frac{1}{2}\) 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:

<table>
<thead>
<tr>
<th></th>
<th>Preliminary Engineering</th>
<th>Dam</th>
<th>Facilities</th>
<th>Total</th>
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<td>$1,500</td>
<td>$10,500</td>
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<td>$12,000</td>
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<tr>
<td>State Outdoor Recreation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agency (MC allocation)</td>
<td></td>
<td>-</td>
<td>3,000</td>
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<tr>
<td>Game &amp; Fish Department</td>
<td></td>
<td>7,000</td>
<td>-</td>
<td>7,000</td>
</tr>
<tr>
<td>Dickinson</td>
<td></td>
<td>3,500</td>
<td>15,500</td>
<td>19,000</td>
</tr>
<tr>
<td>Bureau of Outdoor Recreation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recreation</td>
<td>1,500</td>
<td>21,000</td>
<td>18,500</td>
<td>41,000</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$3,000</td>
<td>$42,000</td>
<td>$37,000</td>
<td>$82,000</td>
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</tbody>
</table>
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 21½ 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 Schütz, Assistant Secretary
North Dakota State Water Commission

Distribution:

6 BOR
1 SORA
8 SVC
1 G & F
1 Dickinson
Map No. 6 - Potential Recreation Resources in North Dakota
TO: Milo W. Hoisveen, Chief Engineer
FROM: Cliff Scott, Design Engineer
SUBJECT: Queen City Dam - Design Data, Project #1409
DATE: November 1, 1966

Location:
NE1/4 NW1/4 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: 21 1/2 AC
- Capacity @Control elevation 2405' MSL: 187 AF
- Maximum depth WS @ 2405' MSL: 14 1/2 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
- 100 year rainfall flood
- Average annual evaporation: 113 AF
- Average Annual runoff (into reservoir): 40 AF
- Average annual spill (includes Seepage): 224 AF
- 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.
NORTH DAKOTA STATE WATER COMMISSION

PRELIMINARY COST ESTIMATE

May 24, 1966

QUEEN CITY DAM  #1409

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<th>Item</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<tbody>
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<td>$4.50</td>
<td>$17,550</td>
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<tr>
<td>Rip Rap - 200 yd.³</td>
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<tr>
<td>6&quot; WSP - 20'</td>
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<td>$2.25</td>
<td>45</td>
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<td>Concrete - 23.4 yd.³</td>
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<td>$110.</td>
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<td>72&quot; RCP - Flared End Section</td>
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<td>365</td>
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<tr>
<td>Tie for Pipe</td>
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<td>200</td>
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<td>72&quot; RCP, Class II, 12'</td>
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<td>$45.</td>
<td>540</td>
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<tr>
<td>Treated Timber Pile - 40 ft.</td>
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<td>$5.</td>
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<td>Earth Fill - 6000 yd.³</td>
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<td><strong>3,150</strong></td>
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<td><strong>Indirect Costs</strong></td>
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<td><strong>Total</strong></td>
<td></td>
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<td><strong>$42,000</strong></td>
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H. A. Sandwick, Office Engineer
QUEEN CITY DAM
PROJ. NO. 1409
AREA CAPACITY CURVE

ELEVATION
2415
2410
2405
2400
2395
2390
0
5
10
15
20
25
30
400
350
300
250
200
150
100
50
0
ACRE FT.
ACRES
North Dakota State Water Commission  
Preliminary Cost Estimate  
Queen City Dam and Recreation Area - SWC Proj. #1409  
March 28, 1966

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<th>Number</th>
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<tr>
<td>a. Table</td>
<td>35</td>
<td>$40</td>
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<td>b. Concrete Shelter</td>
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<tr>
<td>c. Fiberglass Shelter</td>
<td>6</td>
<td>500</td>
<td>3,000</td>
</tr>
<tr>
<td>d. Fire Place (cast iron)</td>
<td>20</td>
<td>35</td>
<td>700</td>
</tr>
<tr>
<td>e. Trash Receptacle</td>
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<td>15</td>
<td>300</td>
</tr>
<tr>
<td>f. Comfort Station (double)</td>
<td>3</td>
<td>1,000</td>
<td>3,000</td>
</tr>
<tr>
<td>g. Drinking Fountain</td>
<td>3</td>
<td>Lump Sum</td>
<td>2,415</td>
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<tr>
<td>2. Play Ground</td>
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<td></td>
</tr>
<tr>
<td>a. Big Slide</td>
<td>1</td>
<td>600</td>
<td>600</td>
</tr>
<tr>
<td>b. Swing (6 unit Fiberglass Pony)</td>
<td>1</td>
<td>600</td>
<td>600</td>
</tr>
<tr>
<td>c. Animal Springdom</td>
<td>8</td>
<td>75</td>
<td>600</td>
</tr>
<tr>
<td>d. Dome Whirl (Fiberglass)</td>
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<td>650</td>
<td>650</td>
</tr>
<tr>
<td>e. Pony Whirl</td>
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<td>350</td>
<td>350</td>
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<tr>
<td>f. Turtle (Fiberglass)</td>
<td>1</td>
<td>250</td>
<td>250</td>
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<tr>
<td>g. Jack &amp; Jill Playhouse</td>
<td>1</td>
<td>750</td>
<td>750</td>
</tr>
<tr>
<td>h. Swing (3 unit)</td>
<td>1</td>
<td>200</td>
<td>200</td>
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<tr>
<td>3. Boating Area</td>
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</tr>
<tr>
<td>a. Dock (Floating)</td>
<td>1</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>4. Parking Area</td>
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<tr>
<td>a. Motor grader</td>
<td>60 hrs.</td>
<td>15</td>
<td>900</td>
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<tr>
<td>b. C.M.P. 24'</td>
<td>108'</td>
<td>5</td>
<td>540</td>
</tr>
<tr>
<td>c. Crushed gravel</td>
<td>650 CY</td>
<td>1.50</td>
<td>975</td>
</tr>
<tr>
<td>d. Barriers</td>
<td>330</td>
<td>3</td>
<td>990</td>
</tr>
<tr>
<td>5. General Area Development</td>
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<td></td>
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<td>a. Foot paths</td>
<td>5,280</td>
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<td>5,280</td>
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<td>b. Mercury Vapor Lites</td>
<td>8</td>
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<td>200</td>
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<td>c. Trees, shrubs, landscaping</td>
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<td>Lump Sum</td>
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<td>$37,000</td>
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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-lend) - $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 - (III.B - II.C) $13,767

IV. BENEFIT-COST RATIO

A. Factor for value of I. compounded

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

SORA Form #28
AGREEMENT
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 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 the 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

SWC Form No. 98

(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.

CITY OF DICKINSON

David J. (Applicant) Price
President, City Commission

STATE WATER COMMISSION

By Milo H., Chief Engineer

Distribution:

- Applicant
- SWC - Project File
- SWC Acct.

SWC Form No. 98 (200-8/64)
IN SUBMITTING THIS PROJECT PROPOSAL ________________ (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 property 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 ________________ (Name of Applying Agency)

(APPLICANT)

President-City Commission

DATE Jan. 11, 1966

City Auditor

DATE Jan. 11, 1966

Title

Date

PAGE 7
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

"SERVICE TO HUMANITY IS THE BEST WORK OF LIFE"
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, Executive Officer;

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

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

1. 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 SWC Form #42 (200-3/66)
and specifications of the Commission, approved by

the Agency ____________________________ , Department ___________ , and City ____________________________

which drawings and specifications, SVC Map #6550-1409-6
"Site plan", #6478-1409-4 "Reservoir topography" and #6608-1409-14 "Reservoir and Surrounding Area"
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%
D. Construction of Appurtenant Works - Total Estimate $37,000
Recreation Facilities

| 1. North Dakota State Water Commission | $___________ or ________% |
| 2. Agency                                 | $3,000          or 8.1%    |
| 3. ___________                            | $_____________ or ________% |
| 4. City                                   | $15,500         or 41.9%   |
| 5. Bureau of Outdoor Recreation           | $18,500         or 50%      |

E. Other Items - Total Estimate $none

| 1. North Dakota State Water Commission | $___________ or ________% |
| 2. ___________                            | $_____________ or ________% |
| 3. ___________                            | $_____________ or ________% |
| 4. ___________                            | $_____________ or ________% |
| 5. ___________                            | $_____________ or ________% |

F. Total Project Costs and Allocations - $82,000

| 1. North Dakota State Water Commission | $12,000          or 14.6%   |
| 2. Agency                                 | $3,000           or 3.7%    |
| 3. Department                             | $7,000           or 8.5%    |
| 4. City                                   | $19,000          or 23.2%   |
| 5. Bureau of Outdoor Recreation           | $41,000          or 50%      |

That all parties shall provide the others with cost statements within 30 days after the Project's completion and settlements shall be made within 30 days of receipt of said statements.

**Title to lands and/or easements** (not applicable)

The title to all lands and/or easements for the Project shall be purchased in the name of ___________ xxxxxxxx ___________ x by x

X

xxxxxxxxx ___________ x THE PRESENT x THE COUNTY REGISTRAR OF DEEDS
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

__________________________  9-27-66  ____________________________
Loren Nelson                      N. D. State Outdoor Recreation Agency

__________________________  9-27-66  ____________________________
Loren Nelson                      Executive Officer

By:__________________________  ____________________________
Secretary and Chief Engineer

By:__________________________  ____________________________
N. D. State Game & Fish Department

By:__________________________  ____________________________
City of Dickinson

Attest: ____________________________
City Auditor

__________________________  10-7-66  ____________________________
Kenneth R. Enslow                      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 facili-
ties 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 describ-
ed 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 mechan-
   isms, 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 chemi-
   cal 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°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°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$_{23}$NW$_{1}$) 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$_{1}$NW$_{23}$) 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$_{1}$NW$_{23}$) lying north of the south six hundred (600) feet of said Southwest Quarter Northwest Quarter (SW$_{1}$NW$_{23}$), containing eighteen and forty-six hundredths (18.46) acres, more or less; also

(c) All that portion of the Northeast Quarter Northwest Quarter (NE$_{23}$NW$_{1}$) 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$_{23}$NW$_{1}$) 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$_{23}$SW$_{1}$) 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 North-
west Quarter Southwest Quarter (NE\frac{1}{4}SW\frac{1}{4}) of
Section Eight (8), Township One Hundred Thirty-
ine (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 forth-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 North-
east 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 North-
east 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 Rail-
way Company's main track, as the same is now
located, across said Section Eight (8), con-
taining 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 South-west Quarter Northwest Quarter (SW\(_4\)NW\(_{3/4}\)) and the north six hundred (600) feet of the Northwest Quarter Southwest Quarter (NW\(_{1/2}\)SW\(_{3/4}\)) 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\(_4\)NW\(_{3/4}\)) and of the Northeast Quarter Southwest Quarter (NE\(_{1/2}\)SW\(_{3/4}\)) of said Section Eight (8) described as follows: Beginning at a point in the west line of the Northeast Quarter South-west Quarter (NE\(_{1/2}\)SW\(_{3/4}\)) 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\(_{1/2}\)SW\(_{3/4}\)); thence north thirty-two degrees forty-eight minutes (32°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\(_4\)NW\(_{3/4}\)) 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\(_{3/4}\)W\(_{1/2}\)) 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\(_4\)SW\(_{3/4}\)) 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\(_4\)SW\(_{3/4}\)), 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 riprap 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.
IN WITNESS WHEREOF, the Railway Company has caused these presents to be executed this 3rd day of November, 1960.

Witnessed:

NORTHERN PACIFIC RAILWAY COMPANY

s/ John L. Garrity

By E. B. Stanton
Vice President

Attest:

s/ Beatrice E. Kuntz

s/ Richard A. Beulke
Assistant Secretary

STATE OF MINNESOTA )
County of Ramsey ) ss

On this 3rd day of November, 1960, before me, J. W. Thayer, a Notary Public, personally appeared E. B. Stanton, to me known to be the Vice President of the Northern Pacific Railway Company, the corporation which executed the foregoing instrument, and who being duly sworn did say that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said E. B. Stanton acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City of St. Paul, the day and year last aforesaid.

DOCUMENT NO. 134820
PGG M INDEXED
State of North Dakota. Office of
County of Stark Register of Deeds

I hereby certify that the within instrument was filed in this office for record on the 17th day of November, 1960, at 1:43 p.m. o'clock, and was duly recorded in Book 114 of Deeds on Page 401 to 412 incl.

s/ Edna H. Drury, Register of Deeds
By Gloria Lawrence, Deputy.

s/ J. W. Thayer
J. W. Thayer
Notary Public